COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF YUKON

AND

THE YUKON TEACHERS' ASSOCIATION

EFFECTIVE JULY 1, 2015 TO JUNE 30, 2018

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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the employer and the Yukon Teachers' Association, and to set forth certain terms and conditions of employment relating to salaries and working conditions affecting employees covered by this Agreement.

1.02 The parties to this Agreement share a desire to improve the quality of education in the Yukon Territory, to maintain professional standards and produce the highest quality of instructional service, and to promote the well being and increased excellence of its employees to the end that the students and the people of the Yukon Territory will be well and effectively served. Accordingly, they are determined to establish within the framework provided by the law, an effective working relationship.

ARTICLE 2

INTERPRETATION AND DEFINITIONS

2.01 For the purpose of this Agreement:

a) "Aboriginal Language Teacher" means a member of the bargaining unit other than a Teacher, Remedial Tutor or Educational Assistant;

b) "Association" means the Yukon Teachers' Association;

c) "Bargaining Unit" means the unit of employees covered by the Education Labour Relations Act;

d) "Biweekly Rate of Pay" means a permanent **or temporary** employee's annual salary and any applicable allowances divided by 26.00.

e) "Commencement date of a teaching cycle" refers to the date, after the end of reporting period, on which new material is first taught, or it refers, in the case of semestered school, to the beginning day of a new semester or the midpoint thereof;

f) "Continuous Service and Continuous Employment" means uninterrupted employment with the Government of the Yukon Territory and includes the service of a lay-off re-hired within a period of two years;

g) "Daily rate of pay" means an employee's daily rate calculated on the basis of five (5) divided by 9**80** hours times the employee's basic salary plus administrative or supervisory allowances, according to Appendix "A", "B", or "C".

2.01 h) "Deputy Minister" means a member of the public service responsible for the administration of the Department of Education and includes his/her designate;

i) "Educational Assistant" means a member of the Bargaining Unit other than a Teacher, Remedial Tutor, or Aboriginal Languages Teacher;

j) "Educational Leave" means authorized leave for study purposes not to exceed one year's duration;

k) "employee" means a member of the Bargaining Unit;

l) "employer" means the Government of Yukon;

m) "Grievance" means a complaint in writing presented in accordance with the Education Labour Relations Act by an employee on their own behalf or on behalf of themselves and one or more other employees, or by the Bargaining Agent and includes a policy grievance presented by the bargaining agent or employer;

n) "Leave of Absence" means authorized permission to be absent from duty;

o) "May" shall be regarded as permissive, "Shall" and "Will" as imperative, and "Should" as informative only;

p) "Membership Dues" means the dues established pursuant to the constitution of the Association as the dues payable by its members as a consequence of their membership in the Association, and shall not include any initiation fee, insurance premium or special levy;

q) "Part-time employee" means an employee appointed pursuant to the Education Act to work fewer instructional hours per instructional day than a full-time employee or an employee who works full-time for less than a full school year;

r) "Principal" means a teacher who is appointed or designated to be a principal pursuant to the Education Act;

s) "Remedial Tutor" means a member of the Bargaining Unit other than a Teacher, Educational Assistant or Aboriginal Languages Teacher;

t) "Representative" means an employee who has been elected or appointed to represent the Association;

u) "Rural School" includes all schools outside Whitehorse City limits except Golden Horn Elementary School;

v) "Spouse" means:

i) a lawful husband or wife, or

ii) a person living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, lives and intends to live with that person as a couple, and signs a Statutory Declaration to this effect.

2.01 v) iii) It is agreed that a common-law spouse of the same or opposite sex will be covered by any benefit plan provided for in this collective agreement to the extent that the plan provides coverage for a spouse of the same or opposite sex.

w) "Substitute Teacher" means a teacher employed to replace a teacher who is temporarily absent from regular duties;

x) "Superintendent" means the Superintendent of Schools appointed by the Minister and assigned duties pursuant to the Education Act. For the purpose of this Agreement, references to the Superintendent include other members of management to whom the Superintendent has delegated his/her responsibilities and authorities specified in this Agreement;

y) "Teacher" means a member of the Bargaining Unit holding a valid and subsisting certificate of qualification, or a letter of permission, issued pursuant to the regulations who is appointed or employed pursuant to the Education Act to give instruction or to administer or supervise instructional service in a school but does not include an Aboriginal Languages Teacher;

z) "Vice-Principal" is a teacher who is responsible for assisting the principal in the organization, administration and supervision of the school.

2.02 General:

Wherever the singular is used in this Agreement, the same shall be deemed to include the plural.

2.03 Except as otherwise provided in this Agreement, the expressions used in this Agreement;

a) If defined in the Education Act or in the Regulations made thereunder, have the same meaning as given to them in that Act and pursuant Regulations; and

b) If defined in the Education Labour Relations Act or in the Regulations made thereunder, have the same meaning as given to them in that Act and pursuant Regulations; and

c) If defined in the Interpretation Act, but not defined in the Act or Regulations mentioned in paragraph (a) above, have the same meaning as given to them in the Interpretation Act.

ARTICLE 3

APPLICATION

3.01 The provisions of this Agreement apply to the Yukon Teachers' Association, the employees and the employer.

ARTICLE 4

EMPLOYER'S RIGHTS

4.01 Except to the extent provided herein, this agreement in no way restricts the authority of the employer.

ARTICLE 5

ASSOCIATION RECOGNITION

5.01 The employer recognizes the Yukon Teachers' Association as the exclusive bargaining agent for all employees in the bargaining unit.

5.02 Notwithstanding Article 5.01, where in a particular circumstance the employer is unable to provide teaching services to a community within the framework of the terms and conditions of employment specified in the agreement, the employer may improve the terms and conditions of an employee for a specified period. Such improvement will be subject to agreement from the Association, which shall not be unreasonably withheld. The improvement in the terms and conditions of employment may be discontinued at any time by the employer and, if discontinued before the end of the specified period, with advance notification to, and discussion with, the Association.

ARTICLE 6

APPOINTMENT OF REPRESENTATIVES

6.01 The employer acknowledges the right of the Yukon Teachers' Association to appoint a reasonable number of employees as representatives with respect to the grievance procedure.

ARTICLE 7

TIME OFF FOR ASSOCIATION BUSINESS/REPRESENTATIVES

7.01 **Meetings with the Employer**:

Association representatives shall be granted leave with pay to attend meetings called by the employer, including Joint Consultation meetings where operational requirements permit and both parties agree they should occur.

7.02 **Yukon Teachers Labour Relations Board Hearings**:

Where the Yukon Teachers Labour Relations Board has received a complaint in accordance with section 64 or 120 of the Education Labour Relations Act, the employer will grant leave with pay to:

7.02 a) An employee who makes a complaint on his or her own behalf;

b) A Representative who acts on behalf of an employee or who acts on behalf of the Association making the complaint; and

c) An employee called as a witness by the Yukon Teachers Labour Relations Board or the Association.

7.03 **Mediation, Arbitration and Conciliation Hearings:**

The employer will grant leave with pay to a maximum of four (4) employees representing the Association before a Mediator or Arbitrator or Conciliation Board.

7.04 **Meetings During the Grievance Procedure**:

1. Where operational requirements permit, the employer shall grant to an employee presenting a grievance or to be a representative of the employee presenting the grievance, leave with pay to discuss the grievance with the employer's representative;

7.05 **Contract Negotiation Meetings:**

Where operational requirements permit, four (4) employees will be granted leave with pay to attend contract negotiation meetings on behalf of the Association. **Employees granted leave with pay for the initial contract negotiations will be granted leave with pay for subsequent contract negotiation meetings. Leave for subsequent contract negotiation meetings will not be dependent on operational requirements.** The Association shall pay substitute employee costs incurred as a result of these meetings.

7.06 **Preparatory Contract Negotiation Meetings:**

Where operational requirements permit, the employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

7.07 **Association President:**

1. Upon the request of the Association to the Deputy Minister, the Deputy Minister shall release the President of the Association from regular duties to conduct Association business for a period of one (1) school year. The request for absence must be received by the Deputy Minister in writing before May 31st. The leave granted the President shall be without pay. For all purposes except salary the President shall be treated as if he/she was not on leave.

2. **Effective upon commencement of the 2015/2016 school year, w**here an employee has been granted leave in 7.07 (1), such leave shall be with pay, provided that the Association shall pay to the Employer an amount equal to the compensation the employee would **receive for his/her basic rate of pay plus maximum allowances as per Appendix A, Schedule II, Number 1, Principals and Vice Principals Allowance. The Employer shall invoice the Association quarterly, for one hundred percent (100%) of all costs of gross salary and benefits, including the employee's substantive salary at his/her basic rate of pay plus maximum allowances as per Appendix A, Schedule II, Number 1, Principals and Vice Principals Allowance.** In this context "compensation" means all forms of pay, benefits and perquisites including all forms of leave and

7.07 2. eligibility for an experience increment but excluding allowances paid or provided directly or indirectly by or on behalf of the employer to or for the benefit of an employee.

3. The provisions of clause (2) above shall not apply to the calculation of severance or other termination payouts. For further clarity, the calculation of severance and other termination payouts shall be based, in accordance with the provisions of Article 28, upon the current rate of pay of the employee's substantive position at the time of their termination of employment.

4. For the purpose of pension, the employee shall pay 100% of the employer's contribution for the difference between their substantive position salary at his/her basic rate of pay and the maximum allowances as per Appendix A, Schedule II, Number 1, Principals and Vice Principals Allowance.

5. The employer will endeavour to place the employee upon return from the position of President of the Yukon Teachers' Association to the same position or an equivalent position within the same community unless otherwise agreed to by the employee and employer.

7.08 **Association Business**:

Where operational requirements permit, an employee designated by the Association, shall be granted leave with pay at the cost of a substitute teacher providing:

a) the leave is requested in advance, and

b) the total leave granted to an employee under this article has not exceeded five (5) days in the school year.

7.09 **Canadian Teachers' Federation**

Where operational requirements permit, an employee elected or appointed to participate on the Board, a committee or a task force of the Canadian Teachers' Federation shall be granted leave with pay at the cost of a substitute teacher providing:

a) the leave is requested in advance, and

b) the total leave granted to an employee under this article has not exceeded ten (10) days in the school year.

Further leave under this clause may be accommodated by mutual agreement of the parties.

ARTICLE 8

CHECK OFF

8.01 The employer will, as a condition of employment, deduct an amount equal to the amount of membership dues from the biweekly pay of all employees. The Association shall inform the employer in writing of the authorized biweekly deductions to be checked off.

8.02 For purpose of applying clause 8.01, deductions from pay for each employee in respect of each month will start with the first full month of employment.

8.03 The amounts deducted in accordance with clause 8.01 shall be remitted to the Association on the last payday of the month in which the deductions are made. Particulars identifying each employee, geographical location, category and salary step, and the deductions made shall be emailed to the Association every biweekly pay period.

8.04 The Association agrees to indemnify and save the employer harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the employer.

8.05 The employer agrees to enter the respective amounts deducted according to clause 8.01 on each employee's T4 tax information.

ARTICLE 9

INFORMATION

9.01 The employer agrees to supply each employee with a copy of the collective agreement **and also agrees to supply a copy of the collective agreement in French to all French speaking teachers.**

9.02 The employer agrees to supply the Association, upon request, with a list indicating the gross salary per employee and any applicable allowance paid.

9.03 The employer will supply each school in the Territory and the Association with one copy of the "Superannuation Act Booklet".

9.04 The Association agrees to supply to the employer a list of the names of the members of the Association's Executive and the names of the Association's representatives each September and any pertinent changes thereafter.

9.05 The employer agrees to supply the Association with copies of employer directives, policies and related information pertaining to working conditions not covered by this Agreement, the Education Act or pursuant Regulations, the Education Labour Relations Act or pursuant Regulations, which affect members of the bargaining unit.

9.06 Upon written request from an employee, the employer agrees to supply an interpretation of any variation in standard deductions of salary payments.

9.07 **Employees have electronic access to the** following information:

a) employee number and position number
b) salary category, salary step, basic annual salary, and allowances
c) employment status:
permanent, probationary, temporary, full-time, part-time (% thereof)
d) employee's pension plan
e) employee's enrolment in insured benefits plans (dental and health), and designated beneficiary.

9.07 **The Public Service Commission will provide a paper copy, once per year, upon written request from the employee.**

9.08 The Employer will provide the Association with all class size information including the current number of students with IEPs in all classes for all schools. This information shall be provided by October 15 for all schools, and, in the case of semestered secondary schools, by March 15 for the second semester.

ARTICLE 10

GRIEVANCE PROCEDURE

Grievance Procedure Guidelines

10.01 An employee or group of employees may present a grievance in accordance with Section 63 of the Education Labour Relations Act and in the manner prescribed in this Article. The Association may present a grievance in accordance with Article 68 of the Education Labour Relations Act and in the manner prescribed in this Article.

10.02 An employee must be represented by the Association in any grievance arising out of the Collective Agreement. An employee has the right to be represented by the Association at all levels of the grievance process, whether or not the matter arises out of the Collective Agreement.

10.03 Where an employee is represented by the Association in the presentation of a grievance:

(a) The Association shall have the right to consult with the employer at each level of the grievance procedure; and

(b) The employer's decision at each level shall be provided to the Association at the same time it is conveyed to the employee.

10.04 A grievance shall not be deemed to be invalid by reason only of the fact that it is not presented in accordance with the forms supplied by the employer.

10.05 The parties to the dispute may waive any level of the grievance process by mutual agreement.

10.06 There shall be full disclosure by the parties of all facts and considerations pertinent to the grievance at each and every level of the grievance process.

10.07 A grievance that is not presented within the prescribed time limits shall be deemed to be abandoned, unless the prescribed time limits could not be met due to circumstances beyond the employee's control. **The time limits stipulated in this Article may be extended by mutual agreement between the Employer and the Association.**

10.08 If the employer does not fulfill its responsibilities for the grievance process within the prescribed time limits, the grievance may be presented at the next level.

10.09 An employee or the Association, as applicable, may abandon a grievance by written notice to the employer.

Individual and Group Grievances

10.10 An individual or group grievance shall be processed by recourse to the following levels:

(a) Complaint Level – Where practical, an employee with a complaint should request a meeting to discuss the complaint or difference with the first level of supervision (not below the level of Principal) within the Department of Education most closely responsible for the decision or action in dispute. The employee shall request the problem-solving meeting not later than ten (10) instructional days after the date on which the employee becomes aware of the circumstances giving rise to the complaint.

Within five (5) instructional days of receiving a request for a meeting to discuss a complaint, the employer representative shall schedule a problem-solving meeting with the employee to discuss, and to attempt to resolve, the matter in dispute. The problem-solving meeting is to be held within ten (10) instructional days of the receipt of the request for a meeting.

(b) Grievance Level – If the complaint is not resolved to the satisfaction of the employee within **ten (10)** instructional days of the meeting, the employee has an additional ten (10) instructional days to present a written grievance to the next level of supervision within the Department of Education above the employer representative at the Complaint Level.

Within five (5) instructional days of receiving a grievance, the employer representative shall schedule a problem-solving meeting with the employee to discuss the complaint or grievance. The problem-solving meeting is to be held within twenty (20) instructional days of the receipt of the grievance at the applicable level.

The employer representative shall respond to the grievance in writing within ten (10) instructional days of the problem-solving meeting.

Association Grievances

10.11 The Association shall present policy grievances to the Staff Relations Branch of the Public Service Commission for investigation not later than ten (10) instructional days after the date on which the Association becomes aware of the circumstances giving rise to the complaint.

If the grievance is not resolved during the investigation stage, the Staff Relations Branch shall provide a report on the grievance to Public Service Commissioner, with a copy to the Association. The Public Service Commissioner shall meet with the Association within sixty (60) instructional days of the presentation of the grievance to discuss the grievance and the grievance report. The Public Service Commissioner shall provide the employer's final response to the grievance within twenty (20) instructional days of this meeting.

Referral to Adjudication

10.12 When a grievance is referred to adjudication in accordance with Sections 64 to 76 of the Education Labour Relations Act, the employee or Association must notify the employer of the referral in writing not later than twenty (20) instructional days after the receipt of the decision at the final level of the grievance process.

ARTICLE 11

DISCIPLINE

11.01 In instances of discipline or dismissal, the parties agree that the following principles will be followed:

a) when an employee is required to attend a meeting, the purpose of which is an investigation which may result in formal discipline concerning him/her or the purpose of which is to render formal discipline concerning him/her, the employee is entitled, at his or her request, to be represented by a member and/or designate of his/her Association;

b) where practicable, the employee shall receive a minimum of one (1) calendar day's notice of such a meeting;

c) the employee concerned has the right to be represented by a member and/or designate of his/her Association;

d) the employee is entitled to the written reasons for the employer's decision;

e) the employee is, depending on the particular circumstances of his/her situation, generally entitled to a reasonable period in which to demonstrate his/her rehabilitation;

f) the circumstances giving rise to the discipline will not be released to the public except by mutual agreement or as otherwise required by law;

g) the rules of natural justice apply;

h) except for termination at any time during an employee's probationary period, the standard for discipline or dismissal will be just and reasonable cause.

ARTICLE 12

PROFESSIONAL DEVELOPMENT

12.01 1. The Professional Development fund will provide funding for training and development activities related to professional growth, curriculum implementation, and other priorities, as determined and approved annually by the Joint Trust Management Committee.

2. The employer will contribute **$475,000 effective September 1, 2015** to the Professional Development Fund annually. These contributions include the employer's share of funding a full-time Professional Development Coordinator pursuant to article 12.01.4(1).

3. The Professional Development Fund shall be administered as though it were a Trust Fund.

4. (1) There shall be a full-time (1.0) Professional Development Coordinator established within the Yukon Teachers' Association. The incumbent will be

12.01 4. (1) the YTA Professional Development Chairperson. This position is funded equally by the YTA and the employer.

(2) Funding arrangements for the Coordinator will be as provided for the Association President in Article 7.07.

5. Any amount remaining in the professional development account at the end of the school year, including funds allocated but not expended, shall be retained in the account.

6. At the end of each school year the Association will provide to the Deputy Minister an accounting of all activities, and expenditures from the Professional Development Fund and will provide the names of all participants.

12.02 **Joint Administration of Professional Development**

1. Monies provided to the Association pursuant to this article and interest earned by such monies shall be administered on a day to day basis by the Association's Professional Development Committee to which the Department of Education may appoint a representative.

2. A joint Trust Fund Management Committee shall be established consisting of two representatives from the Association and two representatives from the Department of Education. The purpose of this committee is to annually establish the parameters for professional development. These parameters are to provide the scope of activities that may be approved by the Association's Professional Development Committee. The Joint Trust Fund Management Committee should meet in the spring of each year to establish parameters of activities for the coming school year. The committee will also meet at the end of each semester for the purpose of reviewing and monitoring activities to date. The Committee may also meet at any time at the request of either the Association or the Deputy Minister.

3. Before the amount established in 12.01.1 is advanced to the Association, the Trust Fund Management Committee will submit to the Deputy Minister for approval, an outline of the program which the Association proposed to carry out during the school year and an estimate of the expenditure which will be incurred.

4. The Association shall have the right to expend monies from the Professional Development Fund in accordance with the previously approved program plan and expenditure outline mentioned in 3 above. Any expenditures which would deviate from the approved program plan and expenditure outline must have the prior approval of the Deputy Minister.

12.03 a) All employees who wish to participate in the professional development program shall make application to the Association's PD Committee for participation and where the participation is approved by the Association, through the Association to the employer for leave of absence.

b) When an employee takes Professional Development leave under Article 12 or Association Business Leave under Article 7.05, 7.08, or 7.09 a charge will be made to the Professional Development Fund of the Yukon Teachers' Association at the middle rate established in the Substitute Personnel Regulation. Substitute

12.03 b) personnel charges will not be made where the Association advises the Department in writing that no substitute personnel was required.

12.04 Each such application for leave of absence shall be submitted to the employer at least five (5) working days prior to the requested dates for leave, except where such leave of absence is greater than three (3) days it shall be submitted to the employer at least ten (10) working days prior to the requested dates for leave. Where the participation of the employee in the professional development program has been approved by the Association's P.D. Committee, subject only to the overriding operational requirements, the employer shall grant the employee leave of absence with pay for the period of professional development, and paid leave not exceeding two (2) days for the purpose of related travel.

12.05 At the discretion of the Deputy Minister, leave with pay may be granted to employees attending conference for the purpose of professional improvement, inside or outside of the Yukon.

ARTICLE 13

PART-TIME EMPLOYEES

13.01 a) Part-time employees are entitled to be paid for services rendered pro-rated on the basis of the instructional hours worked per instructional day in accordance with Appendix "A", "B", or "C".

b) When a part-time employee is required by the employer to attend an in-service, the part-time employee will be paid their daily rate pro-rated based on the length of the in-service.

13.02 A part-time employee shall earn sick leave credits pro-rated on the basis of the instructional hours worked provided the employee has received at least ten (10) working days pay within each calendar month.

13.03 A part-time employee shall earn special leave credits pro-rated on the basis of the instructional hours worked provided the employee has received at least ten (10) working days' pay within each calendar month.

13.04 A part-time employee is entitled to be paid an experience increment pro-rated on the basis of the instructional time worked per instructional day and the increment date shall be established in accordance with Article 15.06.

13.05 Part-time employees shall be entitled to all benefits within the articles of this agreement and their benefits shall be pro-rated on the basis of instructional hours worked in comparison to full-time employees.

ARTICLE 14

PAYMENT OF SALARIES

14.01 a) Employees shall be paid a salary for services rendered in accordance with the appropriate Appendix calculated on a biweekly rate of pay basis.

14.01 b) A Teacher appointed to a position which required the performance of special or additional duties, as designated in Appendix "A", Schedule II, shall receive an allowance in accordance with Schedule II, calculated on a biweekly rate of pay basis, in addition to the salary referred to in 14.01 (a) above.

14.02 Remedial Tutors and Educational Assistants are entitled to be paid for services rendered in accordance with Appendix "B". Aboriginal Language Teachers shall be paid for services rendered in accordance with Appendix "C".

14.03 **Official Rate of Pay**

An employee's official rate of pay shall be the annual rate calculated biweekly rounded off to the nearest cent.

14.04 **Pay Periods**

a) All employees shall be paid biweekly beginning the first payday in September and continuing on every alternate Wednesday, or in accordance with mutual agreement between the employer and the Association. Commencing the 2010 – 2011 school year, employees of schools opening in the week of Discovery Day, shall be paid the last payday in August.

b) All employees shall be paid the balance of their salary, less one-pay cheque on the last payday which falls within the school year. The final pay cheque less any necessary deductions shall be paid on the following scheduled payday.

c) Notwithstanding receipt of the above payment, Principals and other employees in receipt of an administrative allowance in accordance with Appendix "A", Schedule II, shall continue to perform their administrative responsibilities associated with the payment of an allowance to the satisfaction of the Deputy Minister.

14.05 **Acting Pay**

a) A teacher appointed by the Superintendent to act in the absence of a Principal, Vice-Principal, **Gadzoosdaa Resident Headmaster, Teacher-Director Teen Parent Centre or Team Leader, Individual Learning Centre** in excess of three (3) cumulative instructional days per school year shall be entitled to receive a daily allowance from the time of appointment to the termination of the acting appointment in accordance with Appendix "A", Schedule II. Acting appointments will not be made for periods of less than one-half (1/2) of an instructional day. **This provision also applies to Aboriginal Language Teachers who hold a valid and subsisting certificate of qualification.**

b) The daily allowance mentioned in 14.05 (a) above, shall be calculated by dividing the allowance to be paid in accordance with Appendix "A", Schedule II, by the number of instructional hours per day divided by **980** hours for each day the employee has acted, provided the employee has acted in excess of three (3) instructional days.

c) When a vice-principal is appointed by the Superintendent to act in the absence of a principal for a period of more than ten (10) consecutive instructional days, the vice-principal shall be entitled to receive a principal's allowance instead of a vice-principal's allowance for the duration of the absence.

14.06 **Special Services**

a) A Teacher, other than a Teacher in receipt of an allowance in accordance with Appendix "A", Schedule II, who agrees to render educational services when school is not in session (outside of the **980** hours of instruction) at the request of the employer, shall be paid 1/19**6** times the employee's **full-time equivalent** annual salary for each day of work, in accordance with Appendix "A", Schedule I, with ½ day being the minimum amount payable.

b) A Teacher who is in receipt of an allowance in accordance with Appendix "A", Schedule II, and who agrees to render service when school is not in session (outside of the **980** hours of instruction) at the request of the employer, and if such service is over and above the service required in return for the allowance pursuant to Appendix "A", Schedule II, the teacher shall be paid 1/19**6** times the employee's **full-time equivalent** annual salary for each day of work in accordance with Appendix "A", Schedule I, with ½ day being the minimum amount payable.

c) A teacher working as a counsellor at a secondary school, who is required, with the approval of the Superintendent, to provide educational services during the vacation period immediately prior to the beginning of a school year shall be paid 1/19**6** times the employee's annual salary for each day of work in accordance with Appendix "A", Schedule I, to a maximum of four (4) instructional days. Part-time counsellors are entitled to be paid for services rendered pro-rated on the basis of instructional hours worked per day.

ARTICLE 15

APPLICATION OF PAY GRIDS

15.01 A Teacher's placement on the salary schedule in Appendix "A", Schedule I or the Category II or III salary grid retained by the Secretary to the Teacher Qualification Board shall be determined in accordance with:

a) The salary category provisionally assigned by the Secretary, pending the final decision of the Teachers Qualification Board, with respect to the credentials of a Teacher, and

b) the number of years of teaching experience;

c) Category V Plus is an intermediate step between Category V and VI. Eligibility for this category, as determined by the Department of Education, requires the successful completion of 30 approved credits, all acquired after January 1, 2006, in a relevant curriculum content area, or educational area such as curriculum and the methodology of instruction, assessment, multi-cultural education or, special education.

d) Effective July 1, 2013 persons holding a letter of permission whose years of preparation can be equated with years of university training shall be placed one category below that which would apply if their total years of training had resulted in teacher certification. Persons holding a Letter of Permission whose years of preparation cannot be equated to years of university training shall be placed at the

15.01 d) lowest category. The Department of Education will provide the YTA with a list of all persons on a letter of permission by September 30th and March 31st of each year.

15.02 **Experience Evaluation:**

1. The Teacher Qualification Board shall evaluate the previous teaching experience of a Teacher for salary purposes.

Related Experience:

2. At the sole discretion of the employer, years of experience in an occupation or occupations closely related to an employee's main duties may be recognized for placing an educational assistant on the educational assistant salary grid, a remedial tutor on the remedial tutor salary grid, or an aboriginal language teacher on the aboriginal language teacher salary grid.

15.03 **Experience Increment**:

1. An experience increment shall be granted to:

i) a teacher for teaching experience;

ii) an aboriginal language teacher for teaching and aboriginal language teaching experience;

iii) an educational assistant or remedial tutor for teaching experience, aboriginal language teaching experience, educational assistant experience and tutoring experience

in accredited schools on the following basis:

a) a minimum of eight (8) full-time equivalent months of employment worked during a school year;

b) a minimum of eight (8) full-time equivalent months of employment worked that are combined from two periods of employment in consecutive school years;

c) full experience for services of a full-time teaching member of a Teacher Education Program as recognized by the Department of Education of the Yukon Territory for certification purposes;

d) a minimum of eight (8) full-time equivalent months of employment worked in any consecutive four year period;

or:

e) a combined minimum of eight (8) full-time equivalent months of employment worked on either side of an authorized period of leave.

15.04 **Increment Dates:**

1. An employee's anniversary date for an experience increment shall be the first day of the school year and every year thereafter, except

15.04 2. Where, on initial hire, an employee has not completed a minimum of eight (8) full-time equivalent months of instructional employment in an accredited school in the previous school year, the employee's anniversary date for an experience increment shall be January 1st, provided the employee will have completed a combined total of a minimum of eight (8) full-time equivalent months of instructional employment in two consecutive school years prior to January 1st.

15.05 **One-Half of an Experience Increment**

An employee who has not completed the minimum of eight (8) full-time equivalent months of employment worked and who:

a) has completed a minimum of five (5) full-time equivalent months of employment worked in a school year; or

b) has completed a combined minimum of five (5) full-time equivalent months of employment worked on either side of an authorized period of leave

shall be entitled to one-half of an experience increment on their anniversary date.

15.06 **Granting of Increment**:

a) Subject to 15.03 above, an experience increment to the limits prescribed in Appendix "A", Schedule I for Teachers or Appendix "B" for Remedial Tutors and Educational Assistants or Appendix "C" for Aboriginal Language Teachers will be granted to an employee, provided the employee's service during the previous school year was satisfactory.

b) An experience increment may be withheld, or in the case of an employee at maximum increment level, an experience increment may be withdrawn in the succeeding year, if the employee's service has been unsatisfactory during the current school year, as evidenced by the appropriate evaluations.

c) In cases where an experience increment will be withheld or withdrawn, the employee shall be informed in writing of the reason for such action not later than November 1st, where the experience increment is due the following January 1st, or April 15th, where the experience increment is the first day of the following school year.

d) Notwithstanding the above, the experience increment may be granted in subsequent years, if the written evaluations indicate satisfactory service and professional growth during the school year.

ARTICLE 16

EDUCATIONAL LEAVE

16.01 Employees with a minimum of five (5) years of **continuous** service **in Yukon and have not previously been granted and taken Education Leave** shall be eligible to apply for educational leave of one (1) year's duration.

16.02 The period of educational leave shall normally be from the first day of the school year to the last day of the same school year, however, where operational requirements permit, another period for educational leave purposes, not exceeding one (1) year's duration, may be approved by mutual agreement between the employee and the employer. Such additional period shall be without pay.

16.03 The number of openings for educational leave shall not be less than the equivalent of four (4) person years in any one-year.

16.04 **On or before October 31st of each year,** a Joint Education Leave Committee of three representatives each from the Department of Education and the Association, **appointed by the Assistant Deputy Minister of Public Schools Branch and the President of the Yukon Teachers' Association respectively,** will:

a) Define principles to frame the education leave application process and evaluation;

b) Develop criteria for the evaluation of applications from employees seeking education leave, including how courses of study proposed by the employee will benefit the education system and the employee.

16.05 Candidates wishing to apply for educational leave shall submit a written application, not later than November 1st to the Department, with a copy to the Association. The written application shall contain the employee's planned course of studies, the name of the institution, the period of education leave requested, and an explanation of why and how the course of studies will benefit the education system and the employee.

16.06 a) In the event that the Joint Committee is unable to agree upon the criteria for the evaluation of applications, the issue will be put to an independent facilitator (cost-shared) who will review the criteria and make non-binding recommendations back to the Committee. In the event of further disagreement, the Assistant Deputy Minister of Public Schools **Branch and President of the Yukon Teachers' Association** will make the final determination after taking full consideration of the recommendations of the Joint Committee and the facilitator.

b) The Department **and YTA**, after reviewing all applications for education leave, including the recommendations of the Joint Committee, shall determine the employees to be granted education leave.

16.07 An employee who is granted educational leave shall be entitled to receive a biweekly stipend equivalent to 70% of his/her salary.

16.08 1. An employee who has been granted educational leave shall be paid in advance of his or her departure from Yukon a sum equivalent to a return economy airfare between Whitehorse and Edmonton or Vancouver.

2. Where the employee submits a declaration confirming that the sum will be used for the purpose of transporting the employee to and from the educational institution concerned, the payment shall not be deemed to be a part of the employee's remuneration.

3. An employee who fails to complete the educational assignment for which the leave was granted shall be required to repay, in full or in part, the sum provided for transportation of the employee over the period not exceeding thirteen (13) nor less than eight (8) biweekly pay periods.

16.09 An employee granted educational leave shall:

i) Undertake to return to teaching duties in the Yukon at the beginning of the school year following the expiration of the educational leave or, if a period of contiguous leave of absence is authorized by the employer, upon its expiration, and

ii) Undertake to teach for a two (2) year period after re-commencement of duties, and

iii) Undertake to repay a pro-rated amount of the allowance specified by the employer where the employee fails to attend the institute named, or to adhere to a proposed or alternate course of studies which is acceptable to the employer.

iv) provide the employer with an official transcript of courses taken while on educational leave.

16.10 1. An employee who resigns or retires during the two (2) year period following the completion of educational leave or a contiguous period of leave of absence in relation thereto, shall repay the stipend and air fare noted in this article.

2. Notwithstanding (1) above, where an employee resigns for or retires due to ill health during a period of educational leave or the two year period following the completion of educational leave or a contiguous period of leave of absence in relation thereto, the employee shall not be required to repay the stipend and air fare, provided the circumstances of the resignation or retirement are substantiated in writing by the employee's physician to the satisfaction of the Superintendent. The Superintendent may request verification of the employee's physician's statement by a medical doctor of the Superintendent's choice. Under exceptional circumstances the Superintendent may waive the return service commitment.

16.11 The employer will endeavour to place an employee upon return from educational leave into the same or an equivalent position and, if possible, within the same community.

16.12 The Superintendent may, subject to agreement with the employee concerned, arrange for an employee who has been granted educational leave, to be assigned educational duties prior to and/or after the duration of the study time. While performing these duties, the employee shall receive the number of instructional hours per day divided by 980 hours times the employee's annual salary for each instructional day. The Association shall be notified of the terms of the agreement.

16.13 1. Where an employee who has been granted educational leave requests an advance of remuneration, an advance not exceeding $2500 shall be awarded.

2. Where an advance is provided under (1) above, the biweekly stipend due to the employee while on educational leave shall be reduced on a basis pro-rated for the period of leave, by an amount sufficient to recover the entire advance over the period of authorized educational leave involved.

ARTICLE 17

ATTENDANCE AT COURSES

17.01 1. Where the employer directs an employee to attend a course the employee shall be paid a salary in accordance with the appropriate Appendix, and continue to accrue sick and special leave benefits, and the employer shall pay the cost of any substitute required, and

2. The employer shall pay the cost of tuition, transportation, and the employee shall receive travelling expenses in accordance with the employer's policy on travel.

ARTICLE 18

LEAVE GENERAL

18.01 1. When the employment of an employee who has been granted more sick leave or special leave with pay than earned is terminated by death, the employee is considered to have earned the amount of leave with pay granted.

2. a) When the employment of an employee who has been granted more sick or special leave with pay than earned is terminated by lay off, the employer will not recover the sick or special leave advanced.

b) If an employee terminated under clause 18.01(2)(a) is subsequently re-employed and service is considered to be continuous, sick or special leave advanced but not earned prior to lay off shall be deducted from any sick or special leave credits subsequently earned.

18.02 **Leave Request and Approval**:

1. Applications for leave shall be applied for in writing on the appropriate leave application form, to the Principal of the school, in advance of the dates required, and where not practicable immediately following the employee's return to work.

2. The Principal shall advise the employer whether operational requirements of the school permit the leave to be approved or not approved.

18.02 3. All leave requests must have the approval of the employer before the leave requested shall be authorized as official leave with pay or as official leave without pay.

4. When the Employer denies an employee's leave request due to operational requirements, the employee shall be entitled, on request, to be apprised of the reasons for the denial.

ARTICLE 19

SPECIAL LEAVE

19.01 **Purpose**

(a) Special leave provides employees with paid leave to protect against income loss when specified personal circumstances prevent the employee from reporting to work. Each employee is expected to use Special leave responsibly and with a view towards minimizing time away from work. To ensure the equitable treatment of all employees and to ensure the correct application of this benefit, employees must provide proof when requested by the employer of the need for the leave and the quantum of the leave when applying for said leave.

(b) Special leave is not meant to supplement school breaks, sick leave, maternity, paternity, parental, adoption or parenthood leave.

19.02 **General**

(a) An employee shall be credited with thirty (30) hours Special leave credits upon commencement of the first year of service and upon commencement of each continuous year of service thereafter.

(b) All unused Special leave credits shall be carried over from one year to the next and shall be accumulated to a maximum of one hundred and fifty (150) hours.

(c) An employee on leave of absence without pay, under suspension, on education leave shall not earn Special leave Credits.

(d) An employee is not eligible for Special leave with pay for any period during which the employee is on leave of absence without pay or on educational leave or under suspension.

(e) When an employee has terminated service with the employer, accumulated Special leave credits shall be banked and made available to the employee upon return to service with the employer, provided such return is within five (5) years of leaving.

19.03 **Granting of Special leave**

(a) Leave for compassionate reasons shall be granted up to a maximum of five (5) instructional days, upon the serious illness, imminent death and/or death of a family member, as defined in 19.03 (b) below. Leave may be taken within thirteen (13) months of the date of the death or within twenty four (24) months from the date of death for the purpose of attending a potlatch related to the death.

19.03 (a) Additional leave may be granted at the discretion of the Superintendent or designate.

(i) In addition, an employee may be granted up to two (2) instructional days Special leave to travel in relationship to the Special leave granted in (a) above. Where such leave requires the employee to reach a destination outside of the Yukon Territory, an employee may, if requested, be granted up to two (2) further instructional days of Special leave to travel in relationship to the Special leave granted in (a) above, except employees residing in Whitehorse or Carcross.

(b) Family member for the purposes of compassionate leave is defined as mother, father, sister, brother, spouse, son, daughter, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-child, foster child, foster parent, grandparent, grandchild, and any person residing in and as part of the employee's household or with whom the employee permanently resides.

(c) Subject to operational requirements, up to six (6) employees will be granted up to one (1) day's leave to serve as pallbearers at the funeral of an employee or student of the school.

(d) Leave when an employee is required to care for a sick dependent or other sick person permanently residing with the employee, a sick spouse, or a sick parent, to a maximum of five (5) instructional days per illness. Additional leave may be granted at the discretion of the Superintendent or designate.

(e) Leave for medical, dental, optometrist, chiropractor, or counseling appointments, not to exceed a maximum of one morning or afternoon, when it is not possible for an employee to arrange such appointments for him/herself or his/her dependents outside of hours of work. Leave exceeding one morning or one afternoon may be granted in exceptional circumstances, subject to operational requirements.

(f) Leave when an employee or his/her dependents is required to travel outside his/her community for a medical, dental, optometrist, chiropractor or counseling appointment, and when it is not possible for the employee or dependent to seek treatment or an appointment in his/her community or the employee or dependent has been referred by a duly qualified medical practitioner (including Primary Health Care Nurse), to a medical facility outside his/her community. Leave under this section shall not exceed two (2) days, including travel time, time for appointments, and waiting time before, between, and after appointments. This period may be extended in exceptional circumstances at the discretion of the Superintendent or designate.

(g) Leave when an employee or his/her dependents is referred by a medical or dental practitioner to a medical or dental facility outside the Yukon. Leave under this section shall not exceed five (5) days, including travel time, time for appointments, and waiting time before, between, and after appointments. This period may be extended in exceptional circumstances at the discretion of the Superintendent or designate. Up to an additional two (2) days for travel shall be granted for employees residing outside of Whitehorse and Carcross.

19.03 (h) At the discretion of the Superintendent or designate, leave when circumstances not directly attributable to the employee prevent the reporting for duty.

(i) Subject to operational requirements, leave for employees working in schools outside the City of Whitehorse to attend to legal or similar business within the Yukon, which cannot be transacted in the community in which the employee is located may be granted provided:

a) The purpose for which the leave is requested is identified on the application; and

b) where the employer so requests, documentary evidence of the business conducted is made available for scrutiny of the employer.

This leave shall be granted on the basis of one (1) day per school year for legal business, and for rural employees up to one (1) day per school year for travel related to legal business which may be split and taken either side of the legal business day.

(j) Leave to a maximum of one (1) day (which may be taken as two half days) for an employee to obtain his/her Canadian citizenship.

(k) On the birth or adoption of a child, an employee shall be granted a maximum of three (3) special leave days with pay to be used within a month of the arrival of the child. In addition, an employee in a rural school shall be entitled to two (2) extra days.

(l) Leave when an employee is a victim of domestic violence, to a maximum of five (5) instructional days per school year. Additional leave may be granted at the discretion of the Superintendent or designate.

19.04 **Advance where insufficient credits**

(a) Where an employee has insufficient credits to permit the granting of Special leave within the meaning of the article, leave up to a maximum of thirty (30) instructional hours may, at the discretion of the Superintendent or designate, be granted, subject to the deduction of such advance leave from any Special leave credits subsequently earned.

(b) In determining the eligibility of an employee for an advance of Special leave, the employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the employer to secure reimbursement if the advance is not liquidated by the future special leave earnings.

ARTICLE 20

SICK LEAVE

PURPOSE

Sick leave is intended to provide employees with a degree of protection against income loss where the employee is prevented, by illness or injury from performing the employee's normal employment duties.

20.01 **Sick Leave Credits**

1. An employee shall earn sick leave credits at the rate of seven and one-half (7.5) hours for each calendar month for which at least ten (10) days' pay has been received, up to a maximum of seventy-five (75) hours in any school year. Where a school year has been varied and an employee is not eligible to earn at least (10) days' pay for the calendar months of June or August, the employee shall not be disentitled from earning sick leave credits under this formula solely by reason of the variation in the length of the school year.

2. All unused sick leave credits shall be carried over from one year to the next and shall be accumulated indefinitely.

3. An employee on leave of absence without pay, under suspension, except a suspension with pay pending the determination of criminal charges, pre-retirement leave or on educational leave shall not earn sick leave credits, and shall not be eligible for sick leave.

4. When an employee has terminated service with the employer and does not elect to receive a pay-out of sick leave as per article 20.04, accumulated sick leave credits shall be "banked" and made available to the employee upon return to service with the employer, provided such return is within five (5) years of leaving.

5. There is no maximum to the number of hours of sick leave that may be accumulated.

20.02 **Granting of Sick Leave**

1. Subject to the provisions of this article, an employee who is unable to perform his or her duties because of illness, injury or quarantine, shall be granted sick leave with pay up to the maximum of accumulated, unused sick leave credits.

2. Where the employer has reason to question an employee's use of sick leave, the employee may be required to satisfy the employer of his/her need for sick leave in such a manner and at such time as may be determined by the employer.

3. This article shall not be interpreted as restricting the employer from disciplining an employee for the misuse of sick leave, including the recovery of wages paid as a result of such misuse.

20.03 **Granting of Advance Sick Leave**

1. Notwithstanding articles 20.02 (1) and 20.02 (2), an advance of sick leave up to seventy-five (75) hours may also be granted to the employee upon the approval of

20.03 1. the employer. In exceptional circumstances, the Superintendent or designate may advance an additional seventy-five (75) hours.

2. In determining the eligibility of an employee for an advance of sick leave, the employer shall take into account the length of service of the employee, the employment record of the employee, and the capacity of the employer to secure reimbursement if the advance is not liquidated by future sick leave earnings.

3. An advance of sick leave credits shall be repaid by deduction from future sick leave earnings, or where the employee's service is terminated before the advance is repaid, by a deduction from compensation otherwise owed to the employee.

20.04 **Pre-Retirement Leave**

i) An employee who retires from the Public Service and who is eligible for an immediate annuity or an immediate allowance as defined under the Public Service Superannuation Act, unless in exceptional circumstances, the employee has been excluded by the provisions of the Act, may convert up to a maximum of thirty-three and one-third percent (33 1/3%) of the total earned but unused sick leave credits, to a maximum of three-hundred (300) hours, to be paid pre-retirement leave. Such pre-retirement leave shall be taken during the period immediately prior to the employee's effective date of retirement. An employee may elect to receive an equivalent cash payout in lieu of pre-retirement leave. An employee will be permitted to take a combination of pre-retirement leave and monetary payment, as long as this does not result in disruption to the teaching cycle. An employee who terminates his/her employment more than once shall be limited in his/her entitlement under this Article, to a maximum of three-hundred (300) hours in total.

ii) The hourly rate of pay for pre-retirement leave or payout in lieu will be calculated on the basis of one (1) divided by 980 hours times the full-time equivalent of the employee's basic salary and administrative or supervisory allowances, according to Appendix "A", "B", or "C" as appropriate.

ARTICLE 21

OTHER LEAVE

21.01 Personal Leave Day

Where an employee has used five (5) or fewer sick leave days from the commencement of a school year to its completion, the employee shall be granted one (1) day of personal leave to be taken during the following school year, subject to operational requirements.

21.02 Rural Personal Leave Day

An employee in a rural school who has completed at least two years of continuous service in rural communities shall be granted one (1) day of rural personal leave to be taken in the following year subject to operational requirements.

21.03 Religious Holidays

In any school year, up to three (3) days leave will be granted with no loss of credits, and with pay deducted at the cost of a substitute, to participate in specific (i.e. other than Sabbath or equivalent) religious holidays.

21.04 Compassionate Leave Without Pay

Upon reasonable notice from an employee, the employer shall grant an employee up to eight (8) weeks of compassionate leave without pay to care for a critically ill member of the employee's immediate family as defined under the Yukon Employment Standards Act.

ARTICLE 22

MATERNITY, PARENTAL AND PARENTHOOD LEAVES

22.01 **Maternity Leave**

a) Upon request, a pregnant employee will be granted unpaid maternity leave for a period of not more than seventeen (17) consecutive weeks exclusive of the summer vacation period, and may apply for a period of contiguous Leave Without Pay under article 25 to precede her maternity leave. The employee shall also be entitled to parental leave under article 22.02.

b) The period of maternity leave in (a) above shall commence on a date determined by the employee, but no sooner than ten (10) weeks prior to the estimated birth date, and ending no earlier than six (6) weeks after the actual birth date.

c) The request to take maternity leave must be made, in writing, except in unforeseen exceptional circumstances, at least eight (8) weeks prior to the proposed commencement of the leave, and include the probable birth date.

d) At its discretion, the employer may require an employee to submit a medical certificate certifying she is fit to continue to work when the employee opts to continue to work beyond eight (8) weeks prior to the anticipated delivery date.

e) The period of maternity leave shall abut any period of parental leave taken under the provisions of article 22.02.

f) An employee who qualifies for sick leave under article 20 of the collective agreement may claim such benefits for any period of time prior to the commencement or following the completion of maternity leave.

22.02 **Parental Leave**

a) An employee parent who intends to request parental leave shall submit a written request to the employer at least eight (8) weeks prior to the proposed commencement of the leave, and include:

22.02 i) A certificate of a medical practitioner or other evidence stating the date of birth or the probable date of birth of the child(ren); or

ii) A letter from the agency placing the child(ren) providing evidence of adoption of the child(ren).

b) An employee parent shall be granted up to fifty-two (52) weeks of parental leave without pay, inclusive of any period previously taken for maternity. Parental leave is to be completed within fifty-two (52) weeks after the birth of the child or in the case of an adopted child, fifty-two (52) weeks after the child comes into the employee's care and custody.

c) Where both parents are employees, they may both apply for parental leave, provided the combined total of any leave under this article does not exceed 52 weeks. Such leave shall be taken in a single continuous period by each of the employees, except where the expiry of the leave cannot coincide with the commencement of a teaching cycle.

d) Where the employee's newborn or adopted child is born prematurely, or is born with or contracts a condition that requires his/her hospitalization within the period of leave provided for under this clause, the period of parental leave without pay may be extended by an additional period equal to the period during which the child is hospitalized. This extension shall end no later than **one hundred and four (104)** weeks after the birth or placement of the child.

22.03 Supplementary Employment Insurance Benefits Plan (SEIB Plan)

An employee, who is granted maternity **and/**or parental leave, shall be paid a maternity **and/**or parental leave allowance in accordance with the Supplementary Employment Insurance Benefit (SEIB) plan. **In order to qualify for maternity and/or parental leave payments under the SEIB plan, the following provisions shall apply:**

a) In order to qualify for maternity or parental leave payments under the SEIB plan, an employee must provide the employer with proof that s/he has applied for, is eligible for and in receipt of maternity or parental benefits under the Employment Insurance Act.

b) In respect of the period of maternity **and/**or parental leave, payments made according to the SEIB plan will consist of the following:

i) where the employee is subject to a waiting period of two (2) weeks before receiving employment insurance benefits, a payment for **all instructional days in** that two-week period equivalent to ninety-three percent (93%) of his/her daily rate of pay in effect at the commencement of the leave, less any other monies earned during this period; and

ii) up to a maximum of fifteen (15) additional weeks for maternity or parental leave, payments equivalent to the difference between the employment

22.03 ii) insurance benefits that the employee received at the actual time of the leave and ninety-three percent (93%) of his/her daily rate of pay in effect at the commencement of the leave **for all instructional days**, less any other monies earned during this period.

iii) In no case will the entitlement period **for a combination of maternity and parental leave allowance** be greater than **thirty-two** (**32**) weeks for one employee parent.

c) Employees are not entitled to payments under the SEIB plan with respect to any period of parenthood leave article 22.04.

d) Subject to the provisions of the EI benefit regulations, should the mother die or become incapacitated and unable to attend to the newborn, the employee father may become eligible for maternity benefits under the SEIB plan.

e) For the purpose of the payments received under the SEIB plan, the plan shall provide that:

i) the employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; and

ii) payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

22.04 **Parenthood Leave**

a) On request from an employee parent who has completed maternity or parental leave, parenthood leave without pay may be granted subject to operational requirements for an additional period not to exceed fifty-two (52) weeks.

22.05 **Return from Leave(s) to Work**

a) In the case of a pregnancy not carried to term, death of the child, or other special situations, an employee may return to work earlier than provided for in the agreed upon leave.

b) An employee who has proceeded on leave under this article must notify the employer in writing at least four (4) weeks prior to the expected date of return to work. Failure to provide such notice may result in a delayed return to work date.

c) The employee requesting an early return to work will submit a written application and a medical certificate to the employer within four (4) weeks of the intended date for return. Failure to provide such notice may result in a delayed return to work date.

22.05 d) An employee returning from leave under this article within the current school year shall be reassigned to the same position s/he occupied prior to the leave, or to a position mutually agreeable between the employee and the employer.

e) Where an employee intends to return from leave in a subsequent school year, or where the total leave requested under this article exceeds fifty-two (52) weeks, the employer will endeavour to place an employee in the same or equivalent position.

f) At the employee's request, the employer may authorize an employee who has taken maternity or parental leave to return to work on a part-time basis for a period of time mutually agreed to in writing.

g) The expiry date of any leave approved under this article will coincide with the commencement date of a teaching cycle unless another date is mutually agreed to by the employee and the employer.

22.06 **Benefits**

a) During any periods of leave granted under this article, benefits shall not accrue. Such leave shall, however, be deemed to be continuous employment with the employer.

b) Employees on leave under this article, up to a cumulative period of fifty-two (52) weeks, shall be able to count the time spent on such leaves as continuous service for the purpose of calculating severance pay and for pay increment purposes.

22.07 **Temporary Employees**

Employees who are employed on a temporary basis shall not be entitled to any leave or leave payments under this article for any period of time after which their temporary employment expires.

ARTICLE 23

INJURY ON DUTY

23.01 Employees shall, as soon as practical, report all personal injuries and/or accidents which occur on the job to the school principal, who will investigate the accident, where required, pursuant to the Yukon Occupational Health and Safety Act, as amended from time to time.

23.02 An employee who is injured on the job and as a result is unable to perform the duties of his/her position as a result of:

a) personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct;

b) sickness resulting from the nature of employment;

c) over-exposure to radioactivity or other hazardous conditions in the course of employment; or

23.02 d) personal injury accidentally received:

(i) in the performance of extra curricular activities specifically sanctioned by the employer;
(ii) **during approved events pursuant to Article 12 Professional Development; or**
(iii) **during any course pursuant to Article 17 Attendance at Courses;**

and not caused by the employee's willful misconduct, shall be granted sick leave pursuant to Article 20.

23.03 Where the claim is approved by the Workers' Compensation Health & Safety Board (WCH&SB) and where the employee agrees to pay the employer all funds the employee is entitled to receive from the WCH&SB, the employee shall be granted injury on duty leave with pay for the period from the date of the accident, to a maximum of three (3) months. Sick leave credits used pending approval of the claim shall be recredited to the employee when the claim is approved.

23.04 If the WCH&SB determines that the employee is unable to return to work after expiry of the injury on duty leave with pay, the employee shall be placed on leave without pay pursuant to Article 25 and shall receive wage loss benefits as outlined under the Workers' Compensation Act, as amended from time to time.

ARTICLE 24

JURY DUTY AND WITNESS LEAVE

24.01 Leave of absence with pay shall be given to an employee, other than an employee on leave of absence without pay or under suspension, who is required other than in the performance of his or her normal duties:

a) to serve on a jury; or

b) by subpoena or summons to attend as a witness in any proceeding held:

i) in or under the authority of a court of justice or before a grand jury;

ii) before a court, judge, justice, magistrate, or coroner;

iii) before the Senate or House of Commons of Canada, or a Committee of the Senate or House of Commons, otherwise than in the performance of normal duties;

iv) before the Legislative Council, Legislative Assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

v) before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry to compel the attendance of witnesses before it.

24.01 b) provided that should such duty in a jury or as a witness so permit, the employee shall immediately return to work when possible in time to complete a least one-half (1/2) day's instructional work.

24.02 An employee granted leave under this Article shall pay to the employer any payment received for jury or witness duty, except payments received as reimbursement for expenses.

ARTICLE 25

LEAVE OF ABSENCE WITHOUT PAY

25.01 Where operational requirements permit, the employer may grant to an employee a leave of absence without pay.

25.02 When an employee is granted leave without pay, a sum of the number of instructional hours per day divided by 980 hours times the employee's annual salary shall be deducted from the annual salary paid to the employee for each day of absence.

25.03 1. Where an employee has been granted a year's leave of absence without pay, the employer will endeavour to place the employee upon return to the same or an equivalent position and, if possible, within the same community.

2. An employee shall notify the employer in writing of his or her intention to return to duty at least three (3) months prior to the termination date of his or her leave. Failure to notify the employer in writing may result in the employee's termination of employment.

25.04 **Marital**

One (1) days leave without pay will be granted to enable an employee to attend the employee's own marriage ceremony.

ARTICLE 26

EXTENDED HEALTH, DENTAL, LONG TERM DISABILITY AND LIFE INSURANCE PREMIUMS

26.01 The employer will pay seventy-five percent (75%) of the cost of employee Extended Health premiums and Long Term Disability premiums.

26.02 (a) The employer will pay eight-five percent (85%) of the cost of the dental plan premiums.

(b) The maximum lifetime coverage for orthodontia per eligible member of the plan shall be $3000. Eligible members are the employee, the employee's spouse, and the employee's dependent children.

26.03 There shall be the provision of mandatory life insurance, at a benefit of two (2) x annual salary. The employer shall pay 42.5% of the premium costs and the employee shall pay 57.5% of the premium costs.

26.04 a) In regard to Article 26.01, 26.02 and 26.03 all benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier(s), as may be amended from time to time by the carrier(s).

b) Provided that the employer fulfills its responsibility to pay its share of the premiums for the applicable benefit coverage, the employer cannot be held responsible or liable for the rejection of any claim by the carrier(s).

c) The following provision is provided for information purposes only for the employees covered by Long Term Disability and/or Life Insurance Plans.

In the event the employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Long Term Disability Extended Health or Life Insurance Plans the employee's recourse is to the plan carrier's appeal process. Should the employee's dispute not be satisfactorily resolved, the employee may seek redress, if available, in a court action against the carrier of the Plan.

d) The following provision is provided for information purposes only for the employees covered by the Dental Care Plan.

In the event that an employee wishes to dispute the rejection by the carrier of his/her eligibility or entitlement for benefit coverage under the Dental Care Plan, the employee may seek redress if available, in a court action against the carrier of the Plan.

26.05 An employee who is entitled to receive coverage under the Dental Plan, Long Term Disability Plan, Extended Health Plan, or Life Insurance Plan may, subject to the terms of the policy, elect to continue his/her coverage during any period after the end of the month following the month that the employee commences a leave of absence without pay. If the employee elects to continue his/her coverage, the employee shall be required to pay to the employer, in advance, either his/her share of the premium contributions or 100% of the cost of the premiums, depending on the terms of the policy, for such coverage during the period which exceeds the end of the month following the month that his/her leave of absence without pay commenced.

ARTICLE 27

LAY OFF

27.01 In this article "seniority" means an employee's continuous employment in the bargaining unit. Seniority shall continue when an employee leaves the bargaining unit for a position in the Department of Education and returns to the bargaining unit.

27.02 When the seniority of two or more employees is equal under article 27.01, the employee with the greatest aggregate length of employment with the employer shall be deemed to have the greatest seniority.

27.03 Where the employer proposes to lay off an employee under the provisions of the Education Labour Relations Act, the employer will deliver to the employee a written notice setting forth:

27.03 a) the effective date of the layoff;

b) a statement of the employee's pre-layoff rights, recall rights and severance rights.

27.04 The layoff notice referred to in article 27.03 will be delivered at least 30 calendar days before the layoff is to take effect, and may be rescinded by the employer at any time up to 30 calendar days prior to the effective date. Where practicable, notice of intention to provide the layoff notice will be delivered 90 days in advance of the effective date of layoff.

27.05 In determining which employees should be laid off from a school due to a reduction in positions, the employer shall take into account:

a) skills and suitability to perform the duties of the remaining positions;

b) qualifications; and

c) seniority.

27.06 During the period after a layoff notice has been delivered, and before the effective date of the layoff, the employee shall be provided with the opportunity to apply for posted vacancies for which the employee possesses the required qualifications.

27.07 The expiry of a temporary appointment shall not be considered to be a layoff.

27.08 The acceptance of a position by an employee during the pre-layoff period nullifies the layoff notice.

27.09 When an employee on lay-off is re-employed for a period of limited duration of more than three (3) months, the notice of re-employment shall constitute notice of a new lay off to be effective at the end of that period.

ARTICLE 28

SEVERANCE PAY

28.01 **Lay-off**

a) An employee who has more than 10 months of continuous employment and who is laid off is entitled to be paid severance pay at the time of layoff, subject to 28.01 (e) - (g) below.

b) In the case of an employee who is laid off for the first time following the signing of this agreement, the amount of severance pay shall be ten (10) days' pay for the first year and five (5) days' pay for each succeeding complete year of employment, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and fifty (150) days.

c) In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement, the amount of severance pay shall be five (5) days for each completed year of continuous employment, less any period in respect of which the employee was granted severance pay, but the total amount of severance pay which may be paid under this clause shall not exceed one hundred and forty-five (145) days pay.

28.01 d) In no case shall the total amount of severance pay exceed one-hundred and fifty (150) days pay, regardless of the number of times an employee is laid off.

e) An employee who has been laid off shall be entitled either to claim severance pay pursuant to Article 28 or to claim recall rights pursuant to the provisions of the Education Labour Relations Act. The teacher will inform the employer in writing of his/her decision within 30 days prior to the effective date of the layoff provided for in article 27.04 above.

f) An employee who claims severance pay is deemed to have declined employment in accordance with section 118 [c] of the Education Labour Relations Act.

g) An employee who is not re-employed within two (2) years of the effective date of layoff may be eligible to claim the severance pay to which he/she would otherwise have been entitled as of the effective date of layoff, provided that the severance pay is claimed by notice in writing to the Public Service Commission within two (2) months following the expiry of the two-year period.

28.02 **Severance Pay on Resignation**

a) Upon resignation, an employee who has five (5) or more years of continuous employment is entitled to be paid by the employer severance pay equal to the product obtained by multiplying the employee's full-time equivalent of daily rate by 2.5 by the number of full-time equivalent completed continuous years of employment to a maximum of thirty-five (35) years. Part-time employment at any time during an employee's tenure of employment will be pro-rated for the calculation of pay under this Article. Upon resignation if the number of years when added for the purpose of the pay calculation results in a number of completed years and a fraction of another, where that fraction is less than .5 of a year the total number of years will be rounded down, where the fraction is .5 or more the number will be rounded up. It is understood that this rounding does not take place during each year of partial service but takes place only once in calculating the cumulative affect determining severance pay.

28.03 **Severance Pay on Retirement**

a) On termination of employment, an employee who retires and is eligible for an immediate annuity or immediate allowance as defined under the Public Service Superannuation Act, unless in exceptional circumstances, the employee has been excluded by the provisions of the Act, shall be paid severance pay equal to the product obtained by multiplying five (5) times the equivalent of the full-time daily rate, by the number of full-time completed years of employment to a maximum of thirty-five (35) years, less any period in respect of which the severance pay was granted. Part-time employment of any time during an employee's tenure of employment will be pro-rated for the calculation of pay under this Article. It is understood that upon retirement the severance pay calculation shall be rounded off as described in Article 28.02.

b) The periods for which severance pay is payable under this clause shall not include periods of employment terminated by rejection on probation or dismissal for cause, and shall not include periods of employment separated by more than five (5) years during which the employee was not employed with the employer. Notwithstanding

28.03 c) the foregoing, and for greater clarity, this benefit does not apply to periods of employment as a temporary employee outside the bargaining unit, unless that service is continuous and contiguous with subsequent service in the bargaining unit.

28.04 **Death Benefit**

If an employee dies in service and would otherwise have been eligible for severance pay under article 28.02 or 28.03, the employer shall pay a death benefit to the designated beneficiary, to the estate where there is no designated beneficiary, or to such other person as determined by the Commissioner in an amount equal to the product of five (5) times the daily rate of pay multiplied by the number of full-time equivalent continuous completed years of service to a maximum of thirty (30) weeks.

28.05 Part-time employment during the employee's service will be prorated for the calculation of this benefit.

28.06 The periods for which severance pay is payable under this article shall be less any period in respect of which the employee has previously received benefits under this article.

28.07 **Severance Voluntary Pay-Out**

An employee with at least five (5) years of continuous service may elect to have all or a portion of their accrued severance paid out prior to resignation or retirement, subject to the following conditions:

a) Pay-out must be requested in five-year increments, (e.g. 5 years, 10 years, etc.)

b) An employee may request a voluntary severance pay-out each time the employee accrues another five year increment of severance.

c) Request for pay-out must be made by February 28 each year.

d) Voluntary severance will be paid on the pay day falling immediately after April 1st.

e) An eligible employee is entitled to be paid by the employer severance pay equal to the product obtained by multiplying the employee's full-time equivalent of daily rate by 2.5 by the number of full-time equivalent completed continuous years of service requested for pay-out to a maximum of 35 years.

f) The number of years of voluntary severance paid out will be subtracted from remaining accrued balance of severance for the purposes of Article 28.

g) An employee's future accrual of severance shall remain unaffected.

ARTICLE 29

YUKON BONUS

29.01 There shall be an automatic Yukon Bonus travel benefit of $2,242, from which income tax may or may not be deducted, at the employee's option. Unless the employee provides written direction otherwise to the Public Service Commission, the Yukon Bonus will be paid as an untaxed benefit.

29.02 An employee must meet the following criteria to be eligible to receive a Yukon Bonus:

a) An initial qualifying period of two years of continuous service with the Yukon Government before being eligible to be paid their first Yukon Bonus.

b) For each full year of continuous service subsequent to his/her qualifying period of service, an employee is entitled to a Yukon Bonus which will be paid on the pay day falling immediately after the employee's continuous service date.

29.03 For administrative purposes, a permanent employee whose continuous service date aligns with the beginning of a school year, and who would be eligible to receive a Yukon Bonus on their continuous service date, shall be paid their Yukon Bonus at the end of the previous school year.

29.04 For administrative purposes, a permanent employee whose continuous service date aligns with the beginning of a school year and who would be eligible to receive a Yukon Bonus on their continuous service date, who resigns effective the last day of the school year shall be paid at the end of that school year.

29.05 If an employee takes authorized leave without pay in excess of 30 consecutive calendar days, other than maternity, parental or education leave, his/her Yukon Bonus shall be reduced proportionally for each period of 30 consecutive calendar days of leave without pay that s/he take.

29.06 A part-time employee shall be entitled to a Yukon Bonus in proportion to the number of instructional hours worked in relation to a full time employee.

29.07 An employee who retires from the Public Service and who is eligible for an immediate annuity or immediate allowance as defined under the Public Service Superannuation Act will be entitled to a Yukon Bonus (prorated for those employees whose eligibility date for the Yukon Bonus occurs during the school year), provided the employee is employed up to and including the last day in the school year.

29.08 An employee shall be paid on layoff a pro-rated Yukon Bonus based on the number of completed instructional hours of continuous service since his/her last qualifying date or, in the case of their initial Yukon Bonus, since the commencement of his/her employment.

ARTICLE 30

TRAVEL BONUS

30.01 (a) All full-time employees working in schools outside of Whitehorse shall be entitled to submit a claim once per school year to recover the cost of two (2) round-trips to Whitehorse at the mileage rate paid to an employee in accordance with the employer's current Travel Directive.

(b) "Current" means the mileage rate in effect on the date the employee submits the claim to the Department and the "round-trip" shall be based on the official road mileage distance from the employee's community to Whitehorse return.

(c) All full-time Old Crow employees, shall be entitled to submit a claim once per school year equivalent to the cost of one (1) economy return air fare from Old Crow to Whitehorse for the employee, his/her spouse and one child.

(d) A part-time employee shall receive the travel bonus pro-rated on the basis of instructional hours worked.

ARTICLE 31

COMMUNITY ALLOWANCE

31.01 Employees assigned to a school located in a community listed below shall receive the annual community allowance indicated. The allowance shall be paid biweekly.

a)	Carcross	$ **900**
b)	Haines Junction, Teslin, Carmacks	$1,110
c)	Watson Lake, Dawson City	$1,700
d)	Mayo, Ross River, Pelly Crossing Destruction Bay, Beaver Creek, Faro	$2,200
e)	Old Crow	$8,200

31.02 No employee will suffer a reduction in his/her current community allowance by reason only of signing this agreement. Employees who transfer from community to community will receive the appropriate community allowance as indicated in Article 31.01.

ARTICLE 32

STAFF ACCOMMODATION

32.01 Before introducing a rental increase, the employer will give each employee so affected at least three (3) month's advance notice of the effective date of the increase. The maximum percentage increase in rent for any 12 month period shall not exceed the percentage increase negotiated on the salary grid for that 12 month period.

32.02 **Forced Transfer to New Staff Accommodation in the Community**

Where the Yukon Housing Corporation replaces an existing staff unit of accommodation with a new unit of accommodation because the old staff accommodation has been disposed of or deleted from the Corporation's housing stock, the following conditions shall apply:

The employee where practical, will receive six (6) months advance notice of the Yukon Housing Corporation's intention to replace or abolish the employee's current staff accommodation and to build or provide new staff accommodation to replace the unit to be disposed of.

1st Stage

Upon the employee's occupancy of the new unit of accommodation, the employee shall pay his or her previous rent or all-inclusive rent (including utilities) as the case may be for a period of twelve (12) consecutive months from the date of occupancy of the new unit of accommodation, subject to the rental increase mentioned in paragraph one; and

2nd Stage

For the new twelve (12) consecutive months, the employee shall pay the assigned comparative market rent for the new staff unit of accommodations less fifty-two dollars and fifty cents ($52.50) per months. The employee shall be responsible for the cost of utilities (fuel and electricity); and

3rd Stage

For the next twelve (12) months, the employee shall pay the assigned comparative market rent for the new staff unit of accommodations less twenty-six dollars and twenty-five cents ($26.25) per month and shall be responsible for the cost of utilities (fuel and electricity), and thereafter;

Final Stage

The employee will pay full comparative market rent and the cost of utilities for the unit of accommodations the employee occupies.

32.03 a) **Transferred from one Community to Another at Employer's Direction:**

Not Paying Comparative Market Rent

Where the employer transfers an employee from one community to another and the employee is required to occupy a different unit of accommodation, the employee shall be protected at the employee's former all-inclusive rent (including utilities), if applicable, subject to the rental increase mentioned in paragraph one, until such time as the former accommodation is replaced by a new staff unit of accommodation, and the employee would have been subject to the phase-in program for comparative market rent due to a forced transfer. The employee will then proceed to be phased into comparative market rent for the unit now occupied, in accordance with the above four stages.

32.03 b) **Paying Comparative Market Rent:**

Where the employer transfers a employee from one community to another and the employee is required to occupy a different unit of accommodation the employee shall be protected at the employee's former basic shelter rent for a period of twelve (12) months from the date of occupancy, unless upon transfer, the employee goes to a unit of accommodation that has a basic shelter rent less than the former rate. The employee will be required to continue paying the cost of utilities. After the initial twelve (12) months of occupancy, the employee shall be phased into the higher comparative market rental rate in stages agreed to by the Staff Accommodation Committee.

ARTICLE 33

JOINT CONSULTATION

33.01 a) A Joint Consultation Committee shall be established consisting of not more than three (3) representatives of each of the Association and the employer, to consider matters related to the application of the salary schedules, payment of salaries, educational leave, professional improvement and other matters of mutual interest to the parties.

b) Subject to limitations imposed by statute, the conventions and practices of the Legislative Assembly and Cabinet, the employer agrees to consult with the Association on new policies and directives prior to their implementation or any subsequent changes if such policies and directives affect members of the bargaining unit in their employment relationships.

c) Prior to the department revising or canceling its Staffing Protocol, the Association will be given a reasonable opportunity to consult with the department on its intent to revise or cancel the protocol. This opportunity to consult shall be provided to the Association as early as possible in the review process. A copy of the protocol which is revised by the department will be provided to the Association prior to its implementation date.

ARTICLE 34

PREPARATION TIME

34.01 **Definitions**

a) "Instructional time" is defined as the annual number of instructional hours specified in Section 46 of the Education Act (**980** hours).

b) "Preparation time" is defined as those instructional hours during which the teacher is not required to be in contact with the students for the purpose of instruction or supervision.

c) For the purpose of this Article "teacher" also includes Specialist Teachers, Learning Assistance Teachers, Program Implementation Teachers and Teacher Librarians.

34.02 a) Teachers shall be entitled to 12.5% of their total instructional time when averaged over the school year to be used as preparation time.

b) Such time shall be taken in blocks of no less than 20 minutes duration.

c) This time may be used for conferencing, consultation and collaborative planning where mutually agreeable to the employee and employer.

ARTICLE 35

CLASS SIZE AND DIVERSITY

35.01 **Objective**

The parties to this Agreement recognize the objective of having class sizes conducive to creating conditions under which students are able to learn and educators are able to carry out their duties pursuant to the Education Act.

35.02 **Maximum Size**

The following class size numbers are to be used in planning for each school year. Where possible to do so, classes will be established by the end of September, as well as by the end of the February for secondary schools on semester system.

Maximum size for regularly scheduled classes shall be:

Kindergarten	18 pupils
Grades 1 to 3	22 pupils
Grades 4 to 7	25 pupils
Grade 8 to 9	26 pupils
Grades 10 to 12	28 pupils
I.E. or Home Ec.	16 pupils

35.03 **Exceeding Class Size**

Where safety is a factor, the number of pupils in a laboratory, shop, or other specialized classroom shall not exceed the number for which the facilities were designed.

When class size is exceeded consultation shall occur among the teacher, principal, and school-based team. If it is decided not to reduce the class size to the guideline, assistance shall be provided in the form of additional school staff unless other arrangements are mutually agreed to by the teacher, the principal, YTA and the employer.

35.04 **Appeal**

In the event that actions taken by either the school or the administration do not resolve the situation, the Association or the Employer may refer the matter to the grievance procedure in the collective agreement.

(See also Letter of Understanding "B" – **Positive Behaviour Intervention and** Classroom Diversity Committee)

ARTICLE 36

EXTRA CURRICULAR ACTIVITIES

36.01 Definition

"Extra Curricular Activities" are defined as those activities which occur outside regular school hours or beyond Yukon curricula and programs.

36.02 Both parties encourage participation in extra curricular activities as an important aspect of school life and student development.

36.03 While the employer and the Association recognize that extra curricular activities may be an important aspect of a pupil's life and that it is desirable that employees be involved in them, all participation by Association members in these activities is voluntary.

ARTICLE 37

STAFF MEETINGS

37.01 Employees shall not be required to attend staff meetings:

a) on weekends, holidays or other days when school is not in session;

b) during lunch break, unless agreed to by all those employees affected;

c) after 5:00 PM unless otherwise agreed to.

37.02 However, both parties recognize that staff meetings prior to the commencement of a school term are beneficial.

37.03 One week notice of regular staff meetings shall be given, including an agenda of items to be considered.

37.04 All employees shall have the right to place items for consideration on the staff meeting agenda.

37.05 There shall be no more than three (3) hours of staff meeting time per month, except in out of the ordinary circumstances.

ARTICLE 38

HEALTH AND SAFETY

38.01 The employer, the Association and the employees agree to work together to ensure the occupational health and safety of all employees as outlined in the Yukon Occupational Health and Safety Act, as amended from time to time. All agree that the collaborative promotion of workplace health and safety is desirable.

38.02 Employees who have health and/or safety concerns with issues arising from or with the condition of the facilities shall refer all such matters first to the school principal, and then to the school Safety Committee or Safety Representative. The principal will ensure an

38.02 occupational health and safety committee is established by September 15th in each school year.

38.03 **An allowance of $400 per year shall be provided to an employee who serves as the Safety Representative or Health and Safety Committee member, as outlined in the Yukon Occupational Health and Safety Act, at his/her school of employment.**

ARTICLE 38B

SAFE WORKING & LEARNING CONDITIONS

38.01 B The employer and the Association recognize that every employee has a right to freedom from assault in the workplace.

38.02 B For the purposes of this article, assault means physical assault, verbal assault or threatened assault.

38.03 B The employer and the Association agree that it is in the best interest of all concerned to work toward ensuring a safe environment, which is free from assault and threat of assault. To this end, the employer and the Association shall continue to cooperate and make full use of existing policies and procedures to promote the maintenance and support of safe working and learning conditions.

38.04 B The employer considers any act of assault or threat of assault to be a serious threat to the school environment and to the safety of both students and staff, and shall take appropriate action pursuant to the provisions of the Education Act. The parties agree that modeling good behaviour and establishing norms for overall classroom behaviour are best practices for classroom management.

38.05 B The parties agree to cooperate in developing and/or upgrading training requirements to support safe working and learning conditions, including training in threat assessment and developing a safety plan for those employees working alone in isolated areas.

38.06 B The employer will maintain an updated tracking system for reporting acts or threats of assault, and shall provide a copy of the tracking system, to the Association.

38.07 B The Department agrees to make best efforts to inform school-based staff on a need-to-know basis of appropriate information concerning students who have a history of violent behaviour

ARTICLE 39

RESPECTFUL WORKPLACE

39.01 **The Employer, the employees, and the Association recognize the importance of the Yukon Human Rights Act, the Yukon Occupational Health and Safety Act, and the right of all persons employed in the Public Service to work in an environment free from sexual harassment and disrespectful conduct including bullying or abuse of authority.**

39.02 Subject to Article 39.06, the Respectful Workplace Policy in the Government Administrative Manual will form part of this Collective Agreement and includes the following definitions:

(1) "Disrespectful conduct" means behaviour by an individual directed against another individual that a reasonable person would consider disrespectful.

(2) "Discriminatory conduct" means another employee or group of employees that treats an individual unfavourably on any of the grounds set out in the Yukon Human Rights Act.

(3) "Sexual Harassment" means conduct, comments, gesture display or contact of a sexual nature that might reasonably be expected to cause offense or humiliation or that might reasonably be perceived as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

(4) "Abuse of authority" means the improper use of power that flows from a supervisor or manager's position of authority over an employee; in particular, intimidation, threats or coercion, which could reasonably be expected to endanger an employee's ability to perform his or her job, threaten the employee's economic livelihood, or significantly affect his or her physical or emotional well-being. It is not abuse of authority to exercise managerial responsibility legitimately.

(5) "Bullying" means repeated or systematic assertion of power through aggressive behaviour – physical, verbal or psychological – including shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person or group of people.

39.03 Employees who are experiencing disrespectful conduct in the workplace are entitled to seek assistance from the Respectful Workplace Office, and the Respectful Workplace office will respond to their request for assistance in accordance with the Respectful Workplace Policy.

39.04 All matters referred to the Respectful Workplace Office under this article shall be treated with dispatch and strict confidentiality.

39.05 The parties agree that they shall cooperate fully with the Investigator, and further that there shall be no interference with the process. Members of the bargaining unit are entitled to be represented.

39.06 The Employer will consult with the Association before making any amendments to the Respectful Workplace Policy. Only those amendments agreed to by the Association will form part of the Collective Agreement. In the event that amendments are made to the Respectful Workplace Policy without the agreement of the Association, the Association may elect to revert to the Grievance Procedure in Article 10 of the Collective Agreement, as an alternative to the process set out in the Respectful Workplace Policy.

39.07 Where the Respectful Workplace Policy and the collective Agreement are in conflict, the Collective Agreement shall prevail.

39.08 The Employer shall provide Respectful Workplace training in the following manner:

a. Existing Staff – The Respectful Workplace Office will provide a 3 hour introductory training session to all staff at the 2016 Summer Academy.

b. New Staff – The Respectful Workplace Office will provide a 3 hour introductory training session to new staff. The training shall commence in the 2015 school year and will occur prior to the start of the instructional year during new staff orientation.

c. Refresher – Every three years, in the event there is a Summer Academy, and in a year without a YTA conference, a 90 minute refresher will be provided to all staff. The first refresher will occur at the 2018 Summer Academy.

d. On Demand – The Respectful Workplace Office will provide additional support to any school or individual staff member upon request. In the event a school feels they require a more intensive workshop, they may work in partnership with their School Council to offer training on a School Council non-instructional day.

ARTICLE 40

NO DISCRIMINATION

40.01 Both parties agree that there will be no discrimination, **interference, harassment, intimidation or disciplinary action exercised or practiced by employees, the Association or the Employer with respect to an employee by reason of any of the prohibited grounds in section 7 of the *Human Rights Act* as follows:**

a) ancestry, including colour and race;
b) national origin;
c) ethnic or linguistic background or origin;
d) religion or creed, or religious belief, religious association, or religious activity;
e) age;
f) sex, including pregnancy, and pregnancy related conditions;
g) sexual orientation;
h) physical or mental disability;
i) criminal charges or criminal record;
j) political belief, political association, or political activity;
k) marital or family status;
l) source of income;
m) actual or presumed association with other individuals or groups whose identity or membership is determined by any of the grounds listed in paragraphs a) to l)

or because he/she is participating in the activities of the Association, carrying out duties as a representative of the Association or involved in any procedure to interpret or enforce

40.01 the provisions of the collective agreement. For clarity, the parties agree that "sex" includes transgender identity or expression.

ARTICLE 41

PERSONNEL FILES

41.01 Personnel files shall be in the custody of the Public Service Commission and shall not be accessible to other than appropriate administrative officials of the Department of Education or school board.

41.02 The personnel file for each **employee** shall be maintained at the Public Service Commission office. Any files relating to an **employee** shall be consolidated when the **employee** leaves.

41.03 a) At the written request of an employee, any formal disciplinary notice placed on the employee's personnel file in the Public Service Commission shall be removed from the file provided that the employee has attained a clear work record for three (3) years from the date of the notice. The employer agrees not to place on an employee's file a letter of complaint from a member of the public unless it forms part of a formal disciplinary notice.

b) Disciplinary notices removed from the file under (a) above will be placed in a sealed envelope and left in a separate file that may only be opened by the employee or by the Director or an Advisor of the Staff Relations Branch of the Public Service Commission.

c) Article 41.03 (a) does not apply to documentation that is part of a formal performance evaluation, that is related to any pending disciplinary action, or that is related to an action which compromises the safety or well-being of students.

41.04 The employer agrees not to introduce as evidence in a hearing relating to a disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing, or within a reasonable period thereafter.

ARTICLE 42

TECHNOLOGICAL CHANGE

42.01 In this Article, "technological change" shall mean:

a) the introduction by the employer into its workplace of any equipment or material of a different nature or kind than that previously in use; or

b) a change in the manner in which the employer requires an employee to carry on his/her work that is related to the introduction of that equipment or material.

42.02 If the employer introduces a technological change that will have a direct negative impact on any member of the bargaining unit:

a) The employer will provide one hundred and twenty (120) days advance written notice of the technological change to the Association. The notice shall describe

42.02 a) the nature of the technological change, the proposed date on which it will take effect, and the number of employees who will be affected as a direct result of the technological change.

b) The employer will, upon the request of the Association, meet with the Association as soon as possible after providing the above notice in order to discuss the technological change. If requested in writing by the Association, the employer will provide the Association with a written description of the technological change, the purpose of the technological change, and the name of the employees, if known, who will be affected as a direct result of the technological change.

42.03 **Resulting Agreements**

When the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Understanding between the parties. Such Letters of Understanding between the parties shall have the same effect as the provisions of the existing agreement and shall be subject to the grievance procedure pursuant to the Education Labour Relations Act. Such agreements may include among other things:

a) the provision of training or retraining to one or more employees; or

b) the transfer or reassignment of employees to other assignments.

ARTICLE 43

NO STRIKES/LOCKOUTS

43.01 During the term of the collective agreement, the bargaining agent shall not declare or authorize, and the officers or representatives of the bargaining agent shall not counsel or procure the declaration or authorization of, a strike of employees or the participation of employees in a strike of employees in the bargaining unit to which the collective agreement relates.

43.02 During the term of the agreement, no person employed in a managerial capacity, whether or not acting on behalf of the employer, shall cause, counsel or procure a lockout of any employees in the bargaining unit to which the agreement relates.

ARTICLE 44

DEFERRED SALARY LEAVE PLAN

44.01 In accordance with the terms of the plan, employees are eligible to apply for the Deferred Salary Leave Plan. Copies of the plan may be obtained from the Human Resource Services Branch, Department of Education. The Department of Education will make available six (6) openings in the Deferred Salary Leave Plan each year.

ARTICLE 45

YUKON TERRITORIAL EXAMINATIONS

45.01 In addition to basic salary in accordance with Appendix "A", Schedule I, a teacher assigned to an examination writing team for the preparation of Yukon territorial examinations during weekends or vacation periods shall be entitled to receive an allowance equivalent to one (1) divided by 196 times the employee's basic salary, for each day so assigned.

ARTICLE 46

REOPENER OF AGREEMENT

46.01 This agreement may be amended by mutual consent between the employer and the Association.

ARTICLE 47

DURATION AND RENEWAL

47.01 The duration of this agreement shall be from July 1, 2015 to June 30, 2018.

Appendix A – Schedules

Effective July 1, 2015 - 1.50% increase to Salaries and Grids

Effective July 1, 2016 - 1.50% increase to Salaries and Grids

Effective July 1, 2017 - 2.0% increase to Salaries and Grids

Appendix "A"
Schedule I

Teacher Pay Grid Effective July 1, 2015 1.50% Increase to Salaries and Grids (Annual and Bi-weekly Rates)				
Years of Experience	Category IV	Category V	**Category V Plus**	Category VI
0	**67,847**	**73,010**	**74,254**	**75,496**
biweekly	2,609.50	2,808.08	2,855.92	2,903.69
1	**71,036**	**76,263**	**77,530**	**78,794**
biweekly	2,732.15	2,933.19	2,981.92	3,030.54
2	**74,231**	**79,494**	**80,790**	**82,084**
biweekly	2,855.04	3,057.46	3,107.31	3,157.08
3	**77,425**	**82,742**	**84,061**	**85,382**
biweekly	2,977.88	3,182.38	3,233.12	3,283.92
4	**80,621**	**85,991**	**87,333**	**88,673**
biweekly	3,100.81	3,307.35	3,358.96	3,410.50
5	**83,815**	**89,236**	**90,605**	**91,976**
biweekly	3,223.65	3,432.15	3,484.81	3,537.54
6	**87,006**	**92,483**	**93,876**	**95,269**
biweekly	3,346.38	3,557.04	3,610.62	3,664.19
7	**90,201**	**95,727**	**97,147**	**98,563**
biweekly	3,469.27	3,681.81	3,736.42	3,790.88
8	**93,399**	**98,975**	**100,417**	**101,859**
biweekly	3,592.27	3,806.73	3,862.19	3,917.65
9	**96,604**	**102,220**	**103,683**	**105,151**
biweekly	3,715.54	3,931.54	3,987.81	4,044.27
10	**99,799**	**105,469**	**106,961**	**108,454**
biweekly	3,838.42	4,056.50	4,113.88	4,171.31

Teacher Pay Grid Effective July 1, 2016 1.50% Increase to Salaries and Grids (Annual and Bi-weekly Rates)				
Years of Experience	Category IV	Category V	**Category V Plus**	Category VI
0	**68,865**	**74,105**	**75,368**	**76,628**
biweekly	2,648.65	2,850.19	2,898.77	2,947.23
1	**72,102**	**77,407**	**78,693**	**79,976**
biweekly	2,773.15	2,977.19	3,026.65	3,076.00
2	**75,344**	**80,686**	**82,002**	**83,315**
biweekly	2,897.85	3,103.31	3,153.92	3,204.42
3	**78,586**	**83,983**	**85,322**	**86,663**
biweekly	3,022.54	3,230.12	3,281.62	3,333.19
4	**81,830**	**87,281**	**88,643**	**90,003**
biweekly	3,147.31	3,356.96	3,409.35	3,461.65
5	**85,072**	**90,575**	**91,964**	**93,356**
biweekly	3,272.00	3,483.65	3,537.08	3,590.62
6	**88,311**	**93,870**	**95,284**	**96,698**
biweekly	3,396.58	3,610.38	3,664.77	3,719.15
7	**91,554**	**97,163**	**98,604**	**100,041**
biweekly	3,521.31	3,737.04	3,792.46	3,847.73
8	**94,800**	**100,460**	**101,923**	**103,387**
biweekly	3,646.15	3,863.85	3,920.12	3,976.42
9	**98,053**	**103,753**	**105,238**	**106,728**
biweekly	3,771.27	3,990.50	4,047.62	4,104.92
10	**101,296**	**107,051**	**108,565**	**110,081**
biweekly	3,896.00	4,117.35	4,175.58	4,233.88

Appendix "A" Schedule I - Category Five Plus
Teachers in Category V, Schedule I, Appendix A who accumulate 30 approved credits, after January 1, 2006, in a curriculum content area or recognized educational area such as curriculum methods, assessment, or special education will be eligible for a Category Five Plus. It is the responsibility of the Department of Education to assess credits and determine eligibility for the Five Plus designation.

Appendix "A"
Schedule I

Teacher Pay Grid Effective July 1, 2017 2.0% Increase to Salaries and Grids (Annual and Bi-weekly Rates)				
Years of Experience	Category IV	Category V	Category V Plus	Category VI
0	**70,242**	**75,587**	**76,875**	**78,161**
biweekly	2,701.62	2,907.19	2,956.73	3,006.19
1	**73,544**	**78,955**	**80,267**	**81,576**
biweekly	2,828.62	3,036.73	3,087.19	3,137.54
2	**76,851**	**82,300**	**83,642**	**84,981**
biweekly	2,955.81	3,165.38	3,217.00	3,268.50
3	**80,158**	**85,663**	**87,028**	**88,396**
biweekly	3,083.00	3,294.73	3,347.23	3,399.85
4	**83,467**	**89,027**	**90,416**	**91,803**
biweekly	3,210.27	3,424.12	3,477.54	3,530.88
5	**86,773**	**92,387**	**93,803**	**95,223**
biweekly	3,337.42	3,553.35	3,607.81	3,662.42
6	**90,077**	**95,747**	**97,190**	**98,632**
biweekly	3,464.50	3,682.58	3,738.08	3,793.54
7	**93,385**	**99,106**	**100,576**	**102,042**
biweekly	3,591.73	3,811.77	3,868.31	3,924.69
8	**96,696**	**102,469**	**103,961**	**105,455**
biweekly	3,719.08	3,941.12	3,998.50	4,055.96
9	**100,014**	**105,828**	**107,343**	**108,863**
biweekly	3,846.69	4,070.31	4,128.58	4,187.04
10	**103,322**	**109,192**	**110,736**	**112,283**
biweekly	3,973.92	4,199.69	4,259.08	4,318.58

Appendix "A" Schedule I - Category Five Plus
Teachers in Category V, Schedule I, Appendix A who accumulate 30 approved credits, after January 1, 2006, in a curriculum content area or recognized educational area such as curriculum methods, assessment, or special education will be eligible for a Category Five Plus. It is the responsibility of the Department of Education to assess credits and determine eligibility for the Five Plus designation.

APPENDIX "A"
SCHEDULE II

For the purposes of this schedule, allowance means compensation payable for the performance of special or additional duties.

1. **Principals and Vice-Principals Allowances**

In addition to the basic salary, each Principal shall be paid an annual administrative and supervisory allowance as follows. **The basic and supervisory allowances shall be adjusted annually, in accordance with the general salary increases applied to the salary grids.**

Basic Allowance:

Determined by the category of the school, criteria based on number of program supervised - a) Primary and/or Intermediate, or b) Junior High and/or Senior High.

	Category 1 (1 programme)	Category 2 (2 programmes)
Effective July 1, 2015	**$5,193**	**$6,372**
Effective July 1, 2016	**$5,271**	**$6,468**
Effective July 1, 2017	**$5,376**	**$6,597**

Supervisory Allowance:

Based on the actual number of professional staff (teachers) and paraprofessional staff (educational assistants, remedial tutors, native language instructors) supervised, up to and including a maximum of 42 on the regular[1] staff of the school, as follows:

	The first 2 - 6 Professional and Paraprofessionals	The next 7 - 18 Professional and Paraprofessionals	The next 19 - 42 Professional and Paraprofessionals
Effective July 1, 2015	**$580**/year/employee	**$536**/year/employee	**$439**/year/employee
Effective July 1, 2016	**$589**/year/employee	**$544**/year/employee	**$446**/year/employee
Effective July 1, 2017	**$601**/year/employee	**$555**/year/employee	**$455**/year/employee

The allowance payable to a Vice-Principal shall be 50% of the allowance paid to the Principal of that school.

2. **School Management Responsibilities Allowance**

In recognition of the leadership and management duties Principals and Vice-Principals are required to perform outside of the regular school calendar,

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1 "Regular" in this context refers to the staff assigned to the school, prior to the end of September, for the duration of the school year.

2. **two lieu days per school year shall be granted to Principals and Vice-Principals. At the end of the school year, unused days will be paid out at 1/196th of their annual salary and allowances.**

3. **Resident Headmaster, Team Leader, Individual Learning Centre and Teacher-Director Teen Parent Centre**:

   In addition to regular salary, the Headmaster of Gadzoosda Residence, Team Leader, Individual Learning Centre **and the Teacher-Director Teen Parent Centre** will be paid the basic administrative allowance for a Category 1 school.

4. **Department Heads**:

   Department Heads shall receive an allowance as follows:

Effective	Major Head (4 or more teachers in the same or related subject areas)	Minor Head (2 - 3 teachers in the same or related subject areas)
September 1, 1997	1,889	1,079
July 1, 2008	2,100	1.290

5. **Reading Recovery Teacher Leaders**

   In addition to basic salary, the Reading Recovery Teacher Leaders will be paid a Department Head (Major Head) allowance.

Appendix "B"

Tutor/Education Assistant Pay Grid Effective July 1, 2015 1.50% Increase to Salaries and Grids (Annual and Bi-weekly Rates)			
Years of Experience	Level 2	Level 3	Level 4
0	**38,075**	**39,916**	**41,398**
bi-weekly	1,464.42	1,535.23	1,592.23
1	**39,327**	**41,194**	**42,724**
bi-weekly	1,512.58	1,584.38	1,643.23
2	**40,585**	**42,514**	**44,001**
bi-weekly	1,560.96	1,635.15	1,692.35
3	**41,886**	**43,785**	**45,279**
bi-weekly	1,611.00	1,684.04	1,741.50
4	**43,139**	**45,057**	**46,604**
bi-weekly	1,659.19	1,732.96	1,792.46
5	**44,391**	**46,376**	**47,881**
bi-weekly	1,707.35	1,783.69	1,841.58
6	**45,691**	**47,647**	**49,186**
bi-weekly	1,757.35	1,832.58	1,891.77
7	**46,943**	**48,945**	**50,465**
bi-weekly	1,805.50	1,882.50	1,940.96

Tutor/Education Assistant Pay Grid Effective July 1, 2016 1.50% Increase to Salaries and Grids (Annual and Bi-weekly Rates)			
Years of Experience	Level 2	Level 3	Level 4
0	**38,646**	**40,515**	**42,019**
bi-weekly	1,486.38	1,558.27	1,616.12
1	**39,917**	**41,812**	**43,365**
bi-weekly	1,535.27	1,608.15	1,667.88
2	**41,194**	**43,152**	**44,661**
bi-weekly	1,584.38	1,659.69	1,717.73
3	**42,514**	**44,442**	**45,958**
bi-weekly	1,635.15	1,709.31	1,767.62
4	**43,786**	**45,733**	**47,303**
bi-weekly	1,684.08	1,758.96	1,819.35
5	**45,057**	**47,072**	**48,599**
bi-weekly	1,732.96	1,810.46	1,869.19
6	**46,376**	**48,362**	**49,924**
bi-weekly	1,783.69	1,860.08	1,920.15
7	**47,647**	**49,679**	**51,222**
bi-weekly	1,832.58	1,910.73	1,970.08

Level 2 High School graduation or equivalent standing.

Level 3 High School graduation or equivalent standing, supplemented with one year post-secondary training in one of the following related fields or programs of study:

- Exceptionalities Worker Program
- Special Education
- Teacher Education
- Early Childhood Education
- Social Services
- Medical Services

Level 4 Completion of two years post secondary training in one of the related fields above.

Appendix "B"

Tutor/Education Assistant Pay Grid Effective July 1, 2017 2.0% Increase to Salaries and Grids (Annual and Bi-weekly Rates)			
Years of Experience	Level 2	Level 3	Level 4
0	**39,419**	**41,325**	**42,859**
bi-weekly	1,516.12	1,589.42	1,648.42
1	**40,715**	**42,648**	**44,232**
bi-weekly	1,565.96	1,640.31	1,701.23
2	**42,018**	**44,015**	**45,554**
bi-weekly	1,616.08	1,692.88	1,752.08
3	**43,364**	**45,331**	**46,877**
bi-weekly	1,667.85	1,743.50	1,802.96
4	**44,662**	**46,648**	**48,249**
bi-weekly	1,717.77	1,794.15	1,855.73
5	**45,958**	**48,013**	**49,571**
bi-weekly	1,767.62	1,846.65	1,906.58
6	**47,304**	**49,329**	**50,922**
bi-weekly	1,819.38	1,897.27	1,958.54
7	**48,600**	**50,673**	**52,246**
bi-weekly	1,869.23	1,948.96	2,009.46

Level 2 High School graduation or equivalent standing.

Level 3 High School graduation or equivalent standing, supplemented with one year post-secondary training in one of the following related fields or programs of study:

- Exceptionalities Worker Program
- Special Education
- Teacher Education
- Early Childhood Education
- Social Services
- Medical Services

Level 4 Completion of two years post secondary training in one of the related fields above.

Appendix "C"

Aboriginal Language Teachers Pay Grid Effective July 1, 2015 1.50% Increase to Salaries and Grids Annual and Bi-weekly Rates				
Step	Category II	Category III	Category IV	Category V
0	**48,597**	**55,260**	**64,611**	**67,847**
bi-weekly	1,869.12	2,125.38	2,485.04	2,609.50
1	**50,664**	**57,638**	**67,655**	**71,036**
bi-weekly	1,948.62	2,216.85	2,602.12	2,732.15
2	**52,718**	**60,009**	**70,698**	**74,231**
bi-weekly	2,027.62	2,308.04	2,719.15	2,855.04
3	**54,782**	**62,390**	**73,741**	**77,425**
bi-weekly	2,107.00	2,399.62	2,836.19	2,977.88
4	**56,840**	**64,763**	**76,778**	**80,621**
bi-weekly	2,186.15	2,490.88	2,953.00	3,100.81
5	**58,905**	**67,149**	**79,827**	**83,815**
bi-weekly	2,265.58	2,582.65	3,070.27	3,223.65
6	**60,961**	**69,517**	**82,866**	**87,006**
bi-weekly	2,344.65	2,673.73	3,187.15	3,346.38
7	**63,025**	**71,902**	**85,910**	**90,201**
bi-weekly	2,424.04	2,765.46	3,304.23	3,469.27

Aboriginal Language Teachers Pay Grid Effective July 1, 2016 1.50% Increase to Salaries and Grids Annual and Bi-weekly Rates				
Step	Category II	Category III	Category IV	Category V
0	**49,326**	**56,089**	**65,580**	**68,865**
bi-weekly	1,897.15	2,157.27	2,522.31	2,648.65
1	**51,424**	**58,503**	**68,670**	**72,102**
bi-weekly	1,977.85	2,250.12	2,641.15	2,773.15
2	**53,509**	**60,909**	**71,758**	**75,344**
bi-weekly	2,058.04	2,342.65	2,759.92	2,897.85
3	**55,604**	**63,326**	**74,847**	**78,586**
bi-weekly	2,138.62	2,435.62	2,878.73	3,022.54
4	**57,693**	**65,734**	**77,930**	**81,830**
bi-weekly	2,218.96	2,528.23	2,997.31	3,147.31
5	**59,789**	**68,156**	**81,024**	**85,072**
bi-weekly	2,299.58	2,621.38	3,116.31	3,272.00
6	**61,875**	**70,560**	**84,109**	**88,311**
bi-weekly	2,379.81	2,713.85	3,234.96	3,396.58
7	**63,970**	**72,981**	**87,199**	**91,554**
bi-weekly	2,460.38	2,806.96	3,353.81	3,521.31
8	**66,068**	**75,406**	**90,288**	**94,800**
bi-weekly	2,541.08	2,900.23	3,472.62	3,646.15

Category II	Certificate in Yukon College's Aboriginal Language Instructor program, or equivalent training. Instructors who have not yet completed the Yukon College Aboriginal Language Instructor Certificate Program (YCALI) will be paid at 80% of the applicable step of Category II. Entitlement to progress through the steps in Category II prior to the completion of the Certificate Program is contingent upon the employee being actively employed and participating in the program.
Category III	Diploma in Yukon College's Aboriginal Language Instructor program, or equivalent training.
Category IV	Associate Degree of Applied Science in Native Language Education from the University of Alaska - Fairbanks, or equivalent training.
Category V	Bachelor Degree in Native Language Education, Linguistics, Native Studies with emphasis on Native languages or an equivalent degree.

Appendix "C"

Aboriginal Language Teachers Pay Grid Effective July 1, 2017 2.0% Increase to Salaries and Grids Annual and Bi-weekly Rates				
Step	Category II	Category III	Category IV	Category V
0	**50,313**	**57,211**	**66,892**	**70,242**
bi-weekly	1,935.12	2,200.42	2,572.77	2,701.62
1	**52,452**	**59,673**	**70,043**	**73,544**
bi-weekly	2,017.38	2,295.12	2,693.96	2,828.62
2	**54,579**	**62,127**	**73,193**	**76,851**
bi-weekly	2,099.19	2,389.50	2,815.12	2,955.81
3	**56,716**	**64,593**	**76,344**	**80,158**
bi-weekly	2,181.38	2,484.35	2,936.31	3,083.00
4	**58,847**	**67,049**	**79,489**	**83,467**
bi-weekly	2,263.35	2,578.81	3,057.27	3,210.27
5	**60,985**	**69,519**	**82,644**	**86,773**
bi-weekly	2,345.58	2,673.81	3,178.62	3,337.42
6	**63,113**	**71,971**	**85,791**	**90,077**
bi-weekly	2,427.42	2,768.12	3,299.65	3,464.50
7	**65,249**	**74,441**	**88,943**	**93,385**
bi-weekly	2,509.58	2,863.12	3,420.88	3,591.73
8	**67,389**	**76,914**	**92,094**	**96,696**
bi-weekly	2,591.88	2,958.23	3,542.08	3,719.08
9	**69,543**	**79,403**	**95,254**	**100,014**
bi-weekly	2,674.73	3,053.96	3,663.62	3,846.69

Category II — Certificate in Yukon College's Aboriginal Language Instructor program, or equivalent training.
Instructors who have not yet completed the Yukon College Aboriginal Language Instructor Certificate Program (YCALI) will be paid at 80% of the applicable step of Category II. Entitlement to progress through the steps in Category II prior to the completion of the Certificate Program is contingent upon the employee being actively employed and participating in the program.

Category III — Diploma in Yukon College's Aboriginal Language Instructor program, or equivalent training.

Category IV — Associate Degree of Applied Science in Native Language Education from the University of Alaska - Fairbanks, or equivalent training.

Category V — Bachelor Degree in Native Language Education, Linguistics, Native Studies with emphasis on Native languages or an equivalent degree.

LETTER OF UNDERSTANDING "A"

RE: PENSION PLAN FOR PART-TIME EMPLOYEES

The employer shall grandfather in a registered retirement savings plan-based pension plan, pursuant to the terms of this Letter, those part-time employees who prior to July 4, 1996 elected not to participate in the Public Service Superannuation Plan.

The plan will accommodate matching employee-employer contributions to a maximum of 6.5% of basic regular salary, and will offer vesting after two years of participation by the employee.

Continuing participation in the plan will be mandatory until such time as the employee is no longer ineligible for coverage under the Public Service Superannuation Act.

The plan will not accommodate voluntary contributions during leaves of absence without pay.

LETTER OF UNDERSTANDING "B"

POSITIVE BEHAVIOUR INTERVENTION SUPPORT AND CLASSROOM DIVERSITY COMMITTEE

The parties recognize the legal requirement to provide an inclusive and differentiated environment **free from violence and aggressive student behavior,** having due regard for the education needs and rights of all students and the desirability of having learning conditions which permit students to achieve success and employees to carry out their duties pursuant to the Education Act and the Collective Agreement.

It is agreed and understood that the parties will maintain a **Positive Behaviour Intervention Support and** Classroom Diversity Committee, which will be collaborative and action oriented. The committee shall be co-chaired by the President of the YTA and the **Deputy Minister of Education** or designates. Membership on the committee shall consist of two teachers appointed by the YTA, two Administrators appointed by the YTA, **one person from** Student Support Services **appointed by the Deputy Minister**, one superintendent appointed by the Deputy Minister. **Other persons may be appointed to the committee as agreed to by the President of the YTA and the Deputy Minister.**

In the first year of this Collective Agreement, the Committee will meet up to six times. In subsequent years, the Committee will meet at least three times per year: during the first week of November, the second week of January and the last week of May. **Additional meetings may be held at any time as agreed by the co-chairs.**

The Committee is intended to provide an opportunity for both parties to assess the effectiveness of programming and resource allocations for student success, for the establishment of healthy and balanced learning conditions and for the Department and administrators to incorporate findings into planning for subsequent school years.

The mandate of the Committee shall include the ability to make recommendations for and monitor the implementation of a behavior intervention approach to establishing the culture

and supports needed by schools so that students can achieve both social and academic success. The parties agree that the Committee will oversee:

- **The review and communication of the existing policies and procedures in place.**
- **The establishment of consistent expectations of behavior (codes of conduct) and consistent instructional practices for dealing with inappropriate behaviour.**
- **The provision of school-based support and resources for teachers, including the provision of training.**
- **The provision of relevant information and training for students and other members of the school community (e.g. parents, school councils, First Nations).**
- **The establishment of a comprehensive data tracking and reporting system.**
- **The development of an evaluation plan.**

The Committee shall also:

- **review the number and types of behaviour support plans and safety plans;**
- **review the safe school reports and incident reports;**
- review the number and types of individual education plans;
- review the number and types of student learning plans;
- review the number and type of special programs assessment referrals;
- review the allocation of employees;
- review Special Programs Advisory Committee recommendations;
- review Child Development Centre recommendations;
- identify areas of concern;
- monitor the implementation of intervention programming/plan of action;
- review administration of Article 35;
- review territorial assessment data including Threat Assessment data;
- make recommendations to the Deputy Minister of Education on programming and staffing changes.

Recommendations **of the Committee** will be reported to the **Deputy Minister** of Education, the Public Schools Branch Senior Management Team and the YTA executive. The Committee will **also** provide an annual report to the Minister of Education. **The Committee will conduct a review of their mandate under this Letter of Understanding after 24 months to evaluate the effectiveness and report such to the YTA and the Employer.**

The parties recognize the sensitive nature of class diversity issues, and accordingly agree that classroom specific discussions and recommendations be kept confidential. Minutes may be shared with the Executive of the YTA and the Senior Management Team of the Department.

LETTER OF UNDERSTANDING "C"

EXAMINATION MARKERS

Teachers who are selected to act as final examination markers by the BC Ministry of Education and the Yukon Department of Education are eligible for one advance return economy airfare

booked by the Department of Education, or an equivalent amount thereto, and subsistence based on the YTA Professional Development rates, less any subsistence amounts received from the B.C. Ministry of Education, as follows:

Meals	$30.00/day
Accommodation	$60.00/day

Applications for this assistance must be forwarded to the Yukon Department of Education by June 15th.

LETTER OF UNDERSTANDING "D"

INSTRUCTIONAL AND NON-INSTRUCTIONAL HOURS

1. The parties agree that the terms and conditions of this agreement were negotiated on the basis of 980 school hours (i.e. 196 school days). If the number of instructional hours changes the parties agree to meet and discuss the impact on the various clauses in the agreement.

2. **Of the 980 hours of instruction in each school year, 30 hours are to be used for non-instructional purposes.**

3. **Every second year, in the event of a YTA territorial conference, 5 hours of the department-directed non-instructional hours shall be set aside for the Professional Development Committee to incorporate into the YTA territorial conference.**

LETTER OF UNDERSTANDING "E"

SUPERVISION

To the extent possible and within existing staffing allocations, the employer will ensure that employees will have at least one-half of the noon intermission free from regular supervision duties. This provision cannot result in additional costs to the employer.

It is an expectation that supervision will be distributed fairly.

LETTER OF UNDERSTANDING "F"

EARLY INTERVENTION PILOT PROJECT

Background

We need to ensure that students acquire the foundational literacy skills they need, early in life.

The most effective time to prevent reading failure is right at the start of formal reading instruction (kindergarten and grade one) when the achievement gap between low

performing and normally developing readers is still narrow. When the achievement gap is narrow, intervention strategies stand a better chance of reaching struggling readers. The best intervention strategies are targeted, intensive, focused on individuals/small groups, and provided as part of specialized instruction by trained teachers.

The pilot project is intended to provide an opportunity for both parties to assess the effectiveness of early intervention programming and resource allocations for student success.

Duration

The duration of the pilot project will be the 2015/2016 school year (Year 1), the 2016/2017 school year (Year 2), and the 2017/2018 school year (Year 3).

Pilot Project

Schools
A total of seven kindergarten classes will be included in the pilot project:

- The three 'PCSS family' schools (Takhini, Jack Hulland, Elijah Smith) because our results in those schools are similar to the results in rural schools.
- In addition, one rural school that does not have a Learning Together program, has a sufficient number of primary students, and based on student success data.

Additional Resources
Educational Assistants with the skill and ability to support specialized instruction.

Clarity will be required about what the role of the persons providing the additional support is, and what it is not.

Additional resources allocated as follows:

- An additional educational assistant FTE in each kindergarten classroom in each school in Year 1 of the pilot project (a total of seven FTEs).
- In Year 2 of the pilot project, the Educational Assistants follow into the grade one classes, and we also have reading recovery programs in place to further support the students.
- In Year 3 of the pilot project, the Educational Assistants follow into the grade two classes.

Training
The provision of specialized training for those providing early intervention supports in the classroom is a requirement of the pilot project.

Evaluation and Assessment
Collection and analysis of data to monitor and evaluate the effectiveness of the early intervention using the assessment tools that are currently being used in Yukon primary classrooms. This model allows us to measure the impact of early intervention on a specific cohort of students.

Recommendations made during the pilot project will be forwarded to the Positive Behaviour Intervention and Classroom Diversity Committee for consideration.

LETTER OF UNDERSTANDING "G"

NOTICE TO COMMENCE COLLECTIVE BARGAINING

The parties agree that Notice to Commence collective bargaining may be served within four (4) months of the expiry of the collective agreement.

LETTER OF UNDERSTANDING "H"

JOINT HOUSING ASSESSMENT AND MAINTENANCE COMMITTEE (JHMAC)

1. The Government of Yukon recognizes the significant role of staff housing in supporting the recruitment and retention of teachers in Yukon communities.

2. The Government of Yukon through Yukon Housing Corporation will establish a process whereby each staff housing unit is inspected on an annual basis and the identified repairs are prioritized; the Community Managers of Yukon Housing Corporation will assist tenants specifically with their housing concerns and will contact the persons responsible for the identified maintenance and repair of the staff housing units.

3. The following issues will be addressed:

    - health concerns
    - safety and security
    - proper function of core elements (heat, plumbing, electrical, appliances)

4. The parties agree to form a committee to discuss issues that are raised by employees living in staff housing. The Committee will consist of the following:

    - YTA – Two (2) representatives (including YTA President)
    - Department of Education – Two (2) representatives
    - Yukon Housing – Two (2) representatives (including Property Manager for Housing)

5. The committee will review the progress of the issues addressed above and will assist in determining the priority order of the annual inspections.

6. The committee will meet within 90 days of the ratification of the Collective Agreement and thereafter regularly as required.

7. **Where Yukon Housing staff housing is not available, the Employer agrees to consult with the YTA on options to provide accommodation in the community.**

LETTER OF UNDERSTANDING "I"

RURAL ATTENDANCE COMPENSATION – SUMMER ACADEMY

In the event the department hosts a Professional Development program requiring all employees to attend for up to three (3) days prior to the beginning of the instructional year, the parties agree that the following conditions shall apply, respecting employees assigned to rural schools on the subject of compensation for travel on non-work days:

All employees required to travel from Yukon communities will be eligible to receive "rural attendance compensation" at the following rate, based on their respective daily rate of pay:

Two (2) Full Days	One (1) Full Day	2/3 Day	1/3 Day
Dawson City	Pelly Crossing	Carmacks	Carcross
Beaver Creek	Destruction Bay	Haines Junction	
Watson Lake	Old Crow	Teslin	
Ross River			
Mayo			
Faro			

LETTER OF UNDERSTANDING "J"

RURAL EXPERIENTIAL MODEL (REM) COMPENSATION

The parties recognize that school-based staff members are at times required to provide educational programming outside the normal school schedule when taking part in Rural Experiential Model "REM" activities. In the event school-based staff members travel both ways with students to the community in which the REM activities are taking place and remain with students for the duration of the REM activities, the following shall apply:

For providing educational programming and supervision to students attending the REM during four consecutive days and nights, two non-school days for each staff member will be scheduled by the school subject to operational requirements.

LETTER OF UNDERSTANDING "K"

ONE-TO-ONE MODEL

Article 42 of the collective agreement provides that the Employer and the Association will discuss changes in the manner in which employees are required to carry on their work because of the introduction of equipment that is different from that previously in use. As per Article 42, the parties agree to the following Letter of Understanding:

The Employer and the Association have discussed the Employer's 'one-to-one' model for providing mobile devices (lap-tops and iPads) for teachers to use in Yukon schools, and have reached the following understandings:

1. The Employer plans to make mobile devices available to teachers in grades kindergarten to twelve, by adopting a leasing model for the mobile devices which will include a cost-sharing option to allow teachers to also utilize these devices for their personal use.

2. The key components of this leasing model will be as follows:

    a. The Employer intends to enter into a three year lease arrangement for the mobile devices, and to replace the devices at the end of each three year lease period.

    b. The cost-sharing option is voluntary and will be subject to the following provisions:
        i. Teachers choosing to participate in the cost-sharing option will be required to pay one-half of the cost of the lease each year.
        ii. Teachers choosing to participate in the cost-sharing option will have the ability to 'buy-out' the lease at the end of the lease period, in which case the teacher will own the device outright.
        iii. During the lease period, teachers will have a school account as well as a separate personal account on the mobile device. Each account will be password protected by the teacher.

3. Teachers who do not choose to participate in the cost-sharing option will be provided with access to comparable (but not necessarily mobile) equipment available for their use in the school.

4. Teachers may use their own mobile devices in the schools, although the Employer strongly encourages the use of devices that are fully compatible with the devices provided in the schools.

5. The Employer will ensure that teachers receive the necessary training and support to allow them to use mobile devices effectively in their classrooms, including ongoing support from the Department of Education's Technology Assisted Learning and Information Technology Support Services units.

6. Teachers who choose to participate in the cost-sharing option may request support from the Technology Assisted Learning and Information Technology Support Services units with respect to the personal accounts on their leased mobile devices.

LETTER OF UNDERSTANDING "L"

PREPARATION TIME

The Employer and the YTA agree to continue discussions with respect to developing and recommending changes to how preparation time is provided in the schools, based on the following principles:

- Agree to 12.5% preparation time for teachers in all schools (not just semestered high schools).
- The employer will ensure that all teachers in split assignments at semestered high schools receive preparation time.
- The employer is agreeable to working with the YTA to jointly approach school councils about having school council non-instructional days made available for activities such as report card preparation in elementary schools.
- Further discussion of other options (including rescheduling preparation time) for the provision of preparation time within the 12.5% preparation time allocation and the scheduling of parent/teacher interviews and attending dependent parent/teacher interviews.

LETTER OF UNDERSTANDING "M"

ADMINISTRATORS WORKLOAD PROJECT

Principals and Vice-Principals representatives and Department of Education representatives will participate on a committee relating to the evaluation and reallocation of administrator time.